

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): NAMCO, LLC</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>LLC - Delaware</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>Salus CLO 2012-L, LTD</u> Internal Address: <u>Suite 250</u> Street Address: <u>197 First Avenue</u> City: <u>Needham</u> State: <u>MA</u> Country: <u>USA</u> Zip: <u>02494</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LTD</u> Citizenship <u>Cayman Islands</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>March 28, 2013</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and Identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Attached Schedule A</p> <p>B. Trademark Registration No.(s) See Attached Schedule A</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>HYLIND SEARCH CO, INC.</u> Internal Address: <u>JIM HYLIND</u> Street Address: <u>245 W. CHASE ST.</u> City: <u>BALTIMORE</u> State: <u>MD</u> Zip: <u>21201</u> Phone Number: <u>(410) 468-3333</u> Fax Number: <u>(410) 468-0808</u> Email Address: <u>Info@hylindsearch.com</u></p>	<p>6. Total number of applications and registrations involved: 24</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>Deposit Account Number _____ Authorized User Name _____</p>	<p>9. Signature: <u>Lisa A Cobbett</u> <u>March 29, 2013</u> Signature Date</p> <p style="text-align: center;">Lisa A. Cobbett Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 7</p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004995 FRAME: 0598

Schedule A to TRADEMARK SECURITY AGREEMENT

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
Namco w/Design	Namco, LLC	12/29/81		1184226
Blue Shield	Namco, LLC	1/19/82	Section 8/9 filed 1/19/12	1186272
Artic Elite	Namco, LLC	6/18/02		2581053
P.D.Q. Tabs	Namco, LLC	7/7/92		1698735
Eliminator	Namco, LLC	7/7/92		1698734
Sani-Shock	Namco, LLC	7/21/92		1701379
Jumbo Slo Pokes	Namco, LLC	7/21/92		1701371
Stain Away	Namco, LLC	7/28/92		1702693
Christopher James	Namco, LLC	7/30/12		2602779
Winter Tabs	Namco, LLC	8/25/92		1709617
SLO-STIX	Namco, LLC	9/15/92		1714957
Mineral Magnet	Namco, LLC	11/3/92		1728755
Slo-Tabs	Namco, LLC	11/10/92		1730492
Where Family Fun Begins	Namco, LLC	11/26/02		2653764
Re-Nu-It	Namco, LLC	12/1/92		1735964
Saf-T-Shock	Namco, LLC	3/16/93		1757811
SPA Scape	Namco, LLC	3/4/08		3390590
SPA Scape w/Design	Namco, LLC	4/15/08		3411293
Proline w/Design	Namco, LLC	11/22/94		1864126

Cool Pool w/design	Namco, LLC	7/2/85	1345561
BQ	Namco, LLC	8/1/95	1908079
Cool Pool	Namco, LLC	11/11/97	2112045
Not Complete Without the Heat	Namco, LLC	6/23/98	2167722
Skimmer Saver	Namco, LLC	7/27/99	2264998

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 28, 2013 is entered into by and between NAMCO, LLC, a Delaware corporation (the "Grantor"), and SALUS CLO 2012-1, LTD. (the "Assignee"), pursuant to (i) that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Security Agreement"), between the Assignee and the Grantor, and (ii) that certain Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement, dated as of March 28, 2013 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), by and between the Grantor, as debtor and debtor-in-possession and borrower.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement and the DIP Orders, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement and the DIP Orders, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's United States registrations and applications for registration for the Trademarks existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement and the DIP Orders. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement or the DIP Orders, the provisions of the Security Agreement and the DIP Orders shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in writing by both parties. In connection with the foregoing, the Grantor authorizes the Assignee to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Security.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE BANKRUPTCY CODE AND THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF (BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

4. Counterparts

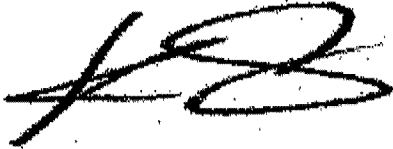
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SALUS CLO 2012-1, LTD.

A handwritten signature in black ink, appearing to be 'KS', written over a horizontal line.

By:

Name: Kyle Shonak

Title: Senior Vice President

GRANTOR:

NAMCO, LLC

By: Stephen M Park
Name: Stephen M Park
Title: CEO

Address of Grantor:
NAMCO, LLC
100 Sancrigo Drive
Manchester, CT 06042

Signature Page to Trademark Security Agreement