

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIK POOL ADDITIVES INC., A CALIFORNIA CORPORATION		05/23/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS SECOND LIEN COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3744143	DIY PRO	
Registration Number:	753929	KEMEX	
Registration Number:	3733896	POND-TEK	
Registration Number:	3744142	PRO SIDE	
Registration Number:	4204522	SHOCK QUICK	
Registration Number:	3307815	SUN PROTECTED	
Registration Number:	3066898	ALL-IN-ONE	
Serial Number:	85635934	POWER 99	
Serial Number:	85778444	KEM-TEK POOL & SPA CARE	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		

OP \$240.00 3744143

Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38734
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	06/04/2013

Total Attachments: 6
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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.

1. Name of conveying party(ies):

KIK POOL ADDITIVES INC., A CALIFORNIA CORPORATION

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: CALIFORNIA
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CREDIT SUISSE AG, AS SECOND LIEN COLLATERAL AGENT

Internal Address: _____

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA Zip: 10010

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other BANK Citizenship SWISS

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) MAY 23, 2013

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
PLEASE SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: IP Research Plus

Internal Address: _____
Attn: Penelope J.A. Agodoa

Street Address: _____
21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: _____ MAY 24, 2013
 Signature _____ Date _____

Name of Person Signing _____ Total number of pages including cover sheet, attachments, and document: 6

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of May 23, 2013, by the entity listed on the signature pages hereof ("Grantor"), in favor of CREDIT SUISSE AG, in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

WITNESSETH:

WHEREAS, the Grantor is a party to a Second Lien Security Agreement dated as of May 23, 2013 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the Trademarks of the United States of America of such Grantor, including those listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor, at the sole cost and expense of the Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Notice.

SECTION 5. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

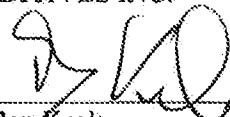
[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KIK POOL ADDITIVES INC.

By:



Name: Ben Kaak

Title: Executive Vice President, Finance & Chief
Financial Officer and Assistant Secretary

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: Vipul Dhadha

Title: Authorized Signatory

by




Name: Michael D'Onofrio

Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I**Trademarks*****KIK Pool Additives Inc.***

Trademark	App./Reg. No.	App./Reg. Date	Status
1. DIY PRO	3744143	Feb. 2, 2010	Registered
2. KEMEX	753929	Aug. 6, 1963	Registered
3. POND-TEK	3733896	Jan, 5, 2010	Registered
4. PRO SIDE	3744142	Feb. 2, 2010	Registered
 5. SHOCK QUICK AND DESIGN	4204522	Sept. 11, 2012	Registered
 6. DESIGN SUN PROTECTED AND	3307815	Oct. 09, 2007	Registered
ALL-IN-ONE 7. ALL-IN-ONE	3066898	Mar. 07, 2006	Registered
POWER 99	85635934	Nov.27, 2012	Pending
 KEM-TEK POOL & SPA CARE AND DESIGN	85778444	Nov. 13, 2012	Pending