

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Water Pik, Inc.		07/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as First Lien Administrative Agent
Street Address:	Eleven Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Cayman Islands Branch of a bank organized and existing under the laws of Switzerland: SWITZERLAND

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2610572	AQUAFALL
Registration Number:	3475827	AQUASCAPE
Registration Number:	2660444	CASCADIA
Registration Number:	846342	CONDENSAIRE
Registration Number:	1331551	DENSCO
Registration Number:	3607015	EASYSELECT
Registration Number:	3441492	ECOFLOW
Registration Number:	3750434	ECORAIN
Registration Number:	4151754	ECOSELECT
Registration Number:	3955127	ECOSERIES
Registration Number:	3902291	ECOSERIES
Registration Number:	3891202	FLOWCONTROL
Registration Number:	1052671	GETZ
Registration Number:	1413247	GREAT VIBRATIONS

**TRADEMARK**

Registration Number:	1262890	HANAU-MATE
Registration Number:	1413243	INTERBATH
Registration Number:	581312	KALGINATE
Registration Number:	1207780	KELLY'S IMPRESSION PASTE
Registration Number:	1651303	KEY-TO
Registration Number:	1608798	KREX
Registration Number:	1636066	MASTER TRAY
Registration Number:	2811392	MEDALLION
Registration Number:	1714818	NEO-TEMP
Registration Number:	1385131	OCCLUSA-CHECK
Registration Number:	1426469	ONDINE
Registration Number:	1017266	OPOTOW
Registration Number:	3132535	OPTIFLOW
Registration Number:	1019899	ORIGINAL TOFFLEMIRE
Registration Number:	1445019	PIK POCKET
Registration Number:	3861593	PLAQUE SEEKER
Registration Number:	3380494	QUICKPIK
Registration Number:	3227139	RAINMAKER
Registration Number:	3400808	REDIPIK
Registration Number:	1636068	SANI-TRAYS
Registration Number:	1808424	SAVE WATER AND LOVE YOUR SHOWER, TOO
Registration Number:	2074819	SENSONIC
Registration Number:	3030307	SHOWERPIK
Registration Number:	3472155	SOFT SHINE
Registration Number:	3884101	SOFTSEAL
Registration Number:	4061232	THE EVOLUTION OF FLOSS
Registration Number:	2468611	THE FLEXIBLE SHOWER MASSAGE
Registration Number:	3905602	THE SENSIBLE WAY TO HEALTHIER SINUSES
Registration Number:	1638996	TRA-TENS
Registration Number:	3243055	TREAT YOURSELF BETTER
Registration Number:	3248549	TREAT YOURSELF BETTER
Registration Number:	4207280	WATERPIK
Registration Number:	4207281	WATERPIK
Registration Number:	3881382	WATERPIK
Registration Number:	3881383	WATERPIK

	3881316	WATERPIK
Registration Number:	3884102	WATERPIK
Registration Number:	2731794	WATERPIK
Registration Number:	2725434	WATERPIK
Registration Number:	2725435	WATERPIK
Registration Number:	2515115	WATERPIK
Registration Number:	2634356	WATERPIK
Registration Number:	2600387	WATERPIK
Registration Number:	978418	WATERPIK
Registration Number:	923514	WATERPIK
Registration Number:	1844287	THE ORIGINAL SHOWER MASSAGE
Registration Number:	4089207	WATERFLOSSER

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	030786-0563
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	07/16/2013

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 8, 2013 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “Grantor,” and, collectively, the “**Grantors**”) in favor of Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a First Lien Security Agreement, dated as of July 8, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative 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

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted 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 such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) ; *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered

trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

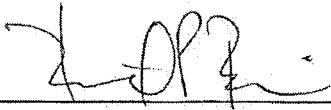
**SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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


**WATER PIK, INC.**

By: 

Name: Richard P. Bisson

Title: President and Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,  
as Administrative Agent

By:  \_\_\_\_\_

Name:

Title: MIKHAIL FAYBUSOVICH  
AUTHORIZED SIGNATORY

By:  \_\_\_\_\_


Name:

Title: Tyler R. Smith  
Authorized Signatory

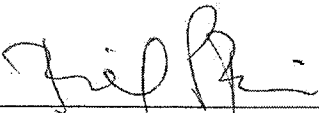


The foregoing Agreement is hereby ACKNOWLEDGED AND AGREED by:

WATER PIK, INC.

By:   
Name: Richard P. Bisson  
Title: President and Chief Executive Officer

EGWP ACQUISITION CORP. SUB.

By:   
Name: Richard P. Bisson  
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement - First Lien]

**TRADEMARK**  
**REEL: 005070 FRAME: 0844**

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
AQUAFALL	76180596	13-Dec-2000	2610572	20-Aug-2002	Registered	Water Pik, Inc.
AQUASCAPE	77351411	13-Dec-2007	3475827	29-Jul-2008	Registered	Water Pik, Inc.
CASCADIA	76180597	13-Dec-2000	2660444	10-Dec-2002	Registered	Water Pik, Inc.
CONDENSAIRE	72256827	20-Oct-1966	0846342	19-Mar-1968	Registered	Water Pik, Inc.
DENSCO	73468169	1-Mar-1984	1331551	23-Apr-1985	Registered	Water Pik, Inc.
EASYSELECT	77352062	14-Dec-2007	3607015	14-Apr-2009	Registered	Water Pik, Inc.
ECOFLOW	77064478	14-Dec-2006	3441492	3-Jun-2008	Registered	Water Pik, Inc.
ECORAIN	77520469	11-Jul-2008	3750434	16-Feb-2010	Registered	Water Pik, Inc.
ECOSELECT	85393624	9-Aug-2011	4151754	29-May-2012	Registered	Water Pik, Inc.
ECOSERIES	85170415	5-Nov-2010	3955127	3-May-2011	Registered	Water Pik, Inc.
ECOSERIES	77816272	31-Aug-2009	3902291	4-Jan-2011	Registered	Water Pik, Inc.
FLOWCONTROL	77848865	14-Oct-2009	3891202	14-Dec-2010	Registered	Water Pik, Inc.
GETZ	72460715	18-Jun-1973	1052671	9-Nov-1976	Registered	Water Pik, Inc.
GREAT VIBRATIONS	73585493	3-Mar-1986	1413247	14-Oct-1986	Registered	Water Pik, Inc.
HANAU-MATE	73289285	11-Dec-1980	1262890	3-Jan-1984	Registered	Water Pik, Inc.
INTERBATH	73584187	24-Feb-1986	1413243	14-Oct-1986	Registered	Water Pik, Inc.
KALGINATE	71638876	2-Dec-1952	0581312	20-Oct-1953	Registered	Water Pik, Inc.
KELLY'S IMPRESSION PASTE	73206663	9-Mar-1979	1207780	14-Sep-1982	Registered	Water Pik, Inc.
KEY-TO	74067172	8-Jun-1990	1651303	23-Jul-1991	Registered	Water Pik, Inc.
KREX	73828721	2-Oct-1989	1608798	7-Aug-1990	Registered	Water Pik, Inc.
MASTER TRAY	74049049	16-Apr-1990	1636066	26-Feb-1991	Registered	Water Pik, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
MEDALLION	76398424	22-Apr-2002	2811392	3-Feb-2004	Registered	Water Pik, Inc.
NEO-TEMP	74166117	13-May-1991	1714818	15-Sep-1992	Pending cancellation.	Water Pik, Inc.
OCCLUSA-CHECK	73554295	19-Aug-1985	1385131	4-Mar-1986	Registered	Water Pik, Inc.
ONDINE	73585495	3-Mar-1986	1426469	27-Jan-1987	Registered	Water Pik, Inc.
OPOTOW	73022650	28-May-1974	1017266	5-Aug-1975	Registered	Water Pik, Inc.
OPTIFLOW	78690433	11-Aug-2005	3132535	22-Aug-2006	Registered	Water Pik, Inc.
ORIGINAL TOFFLEMIRE	73022651	28-May-1974	1019899	9-Sep-1975	Registered	Water Pik, Inc.
PIK POCKET	73625967	23-Oct-1986	1445019	30-Jun-1987	Registered	Water Pik, Inc.
PLAQUE SEEKER	77681589	2-Mar-2009	3861593	12-Oct-2010	Registered	Water Pik, Inc.
QUICKPIK	77129191	13-Mar-2007	3380494	12-Feb-2008	Registered	Water Pik, Inc.
RAINMAKER	78769489	8-Dec-2005	3227139	10-Apr-2007	Registered	Water Pik, Inc.
REDIPIK	77097491	2-Feb-2007	3400808	25-Mar-2008	Registered	Water Pik, Inc.
SANI-TRAYS	74066927	8-Jun-1990	1636068	26-Feb-1991	Registered	Water Pik, Inc.
SAVE WATER AND LOVE YOUR SHOWER, TOO	74180287	25-Jun-1991	1808424	30-Nov-1993	Registered	Water Pik, Inc.
SENSONIC	74539306	14-Jun-1994	2074819	1-Jul-1997	Registered	Water Pik, Inc.
SHOWERPIK	78351207	13-Jan-2004	3030307	13-Dec-2005	Registered	Water Pik, Inc.
SOFT SHINE	77383355	29-Jan-2008	3472155	22-Jul-2008	Registered	Water Pik, Inc.
SOFTSEAL	77849870	15-Oct-2009	3884101	30-Nov-2010	Registered	Water Pik, Inc.
THE EVOLUTION OF FLOSS	85122762	3-Sep-2010	4061232	22-Nov-2011	Registered	Water Pik, Inc.
THE FLEXIBLE SHOWER MASSAGE	76174930	4-Dec-2000	2468611	10-Jul-2001	Registered	Water Pik, Inc.
THE SENSIBLE WAY TO HEALTHIER SINUSES	77901479	28-Dec-2009	3905602	11-Jan-2011	Registered	Water Pik, Inc.
TRA-TENS	74066925	8-Jun-1990	1638996	26-Mar-1991	Registered	Water Pik, Inc.
TREAT YOURSELF BETTER	78730848	11-Oct-2005	3243055	15-May-2007	Registered	Water Pik, Inc.
TREAT YOURSELF BETTER	78730877	11-Oct-2005	3248549	29-May-2007	Registered	Water Pik, Inc.
WATERPIK	85343409	10-Jun-2011	4207280	11-Sep-2012	Registered	Water Pik, Inc.
WATERPIK	85343425	10-Jun-2011	4207281	11-Sep-2012	Registered	Water Pik, Inc.

Trademark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner
WATERPIK	77876286	19-Nov-2009	3881382	23-Nov-2010	Registered	Water Pik, Inc.
WATERPIK	77876289	19-Nov-2009	3881383	23-Nov-2010	Registered	Water Pik, Inc.
WATERPIK	77849877	15-Oct-2009	3881316	23-Nov-2010	Registered	Water Pik, Inc.
WATERPIK	77849882	15-Oct-2009	3884102	30-Nov-2010	Registered	Water Pik, Inc.
WATERPIK	76435279	29-Jul-2002	2731794	1-Jul-2003	Registered	Water Pik, Inc.
WATERPIK	76288183	20-Jul-2001	2725434	10-Jun-2003	Registered	Water Pik, Inc.
WATERPIK	76288185	20-Jul-2001	2725435	10-Jun-2003	Registered	Water Pik, Inc.
WATERPIK	76209439	13-Feb-2001	2515115	4-Dec-2001	Registered	Water Pik, Inc.
WATERPIK	76209857	13-Feb-2001	2634356	15-Oct-2002	Registered	Water Pik, Inc.
WATERPIK	76139867	3-Oct-2000	2600387	30-Jul-2002	Registered	Water Pik, Inc.
WATERPIK	72444556	26-Dec-1972	0978418	12-Feb-1974	Registered	Water Pik, Inc.
WATERPIK	72342390	3-Nov-1969	0923514	9-Nov-1971	Registered	Water Pik, Inc.
THE ORIGINAL SHOWER MASSAGE	73827481	25-Sep-1989	1844287	12-Jul-1994	Registered	Water Pik, Inc.
WATERFLOSSER	85143248	1-Oct-2010	4089207	17-Jan-2012	Registered	Water Pik, Inc.
OCCLUSA-CHECK	73554295	19-Aug-1985	1385131	4-Mar-1986	Registered	Water Pik
HANAU-MATE	73289285	12-Dec-1980	1262890	3-Jan-1984	Registered	Water Pik

Trademark	Application Number	Application Date	Status	Owner
ECHOCHROME**	85911180	22-Apr-2013	Pending ITU	Water Pik, Inc.
HYDROLIGHT**	85790109	29-Nov-2012	Pending ITU	Water Pik, Inc.
KEEP YOUR NOSE CLEAN**	85066701	18-Jun-2010	Pending ITU	Water Pik, Inc.

\*\* This intent-to-use trademark will not become Collateral until a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act has been filed and accepted

Trademark	Application Number	Application Date	Status	Owner
NANO-SONIC**	85716447	29-Aug-2012	Pending ITU	Water Pik, Inc.
RADIANCE**	85745491	4-Oct-2012	Pending ITU	Water Pik, Inc.
SINUSENSE**	77746724	28-May-2009	Pending ITU	Water Pik, Inc.
SONIC-FUSION**	85590138	5-Apr-2012	Pending ITU	Water Pik, Inc.
WATERPIK AQUAFUSION**	85582590	28-Mar-2012	Pending ITU	Water Pik, Inc.
WATERPIK. WATER FOR WELNESS, WATER FOR LIFE**	85376213	20-Jul-2011	Pending ITU	Water Pik, Inc.