

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY INTEREST																		
CONVEYING PARTY DATA																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Balboa Water Group, LLC</td> <td></td> <td>07/31/2013</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> <tr> <td>Balboa Instruments, Inc.</td> <td></td> <td>07/31/2013</td> <td>CORPORATION:</td> </tr> <tr> <td>G-G Distribution and Development Co., Inc.</td> <td></td> <td>07/31/2013</td> <td>CORPORATION:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Balboa Water Group, LLC		07/31/2013	LIMITED LIABILITY COMPANY:	Balboa Instruments, Inc.		07/31/2013	CORPORATION:	G-G Distribution and Development Co., Inc.		07/31/2013	CORPORATION:
Name	Formerly	Execution Date	Entity Type																
Balboa Water Group, LLC		07/31/2013	LIMITED LIABILITY COMPANY:																
Balboa Instruments, Inc.		07/31/2013	CORPORATION:																
G-G Distribution and Development Co., Inc.		07/31/2013	CORPORATION:																
RECEIVING PARTY DATA																			
<table border="1"> <tr> <td>Name:</td> <td>PNC Bank</td> </tr> <tr> <td>Street Address:</td> <td>500 First Avenue</td> </tr> <tr> <td>City:</td> <td>Pittsburgh</td> </tr> <tr> <td>State/Country:</td> <td>PENNSYLVANIA</td> </tr> <tr> <td>Postal Code:</td> <td>15219</td> </tr> <tr> <td>Entity Type:</td> <td>National Association: PENNSYLVANIA</td> </tr> </table>				Name:	PNC Bank	Street Address:	500 First Avenue	City:	Pittsburgh	State/Country:	PENNSYLVANIA	Postal Code:	15219	Entity Type:	National Association: PENNSYLVANIA				
Name:	PNC Bank																		
Street Address:	500 First Avenue																		
City:	Pittsburgh																		
State/Country:	PENNSYLVANIA																		
Postal Code:	15219																		
Entity Type:	National Association: PENNSYLVANIA																		
PROPERTY NUMBERS Total: 3																			
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3813494</td> <td>M7</td> </tr> <tr> <td>Registration Number:</td> <td>3997611</td> <td>WOW</td> </tr> <tr> <td>Serial Number:</td> <td>85691772</td> <td></td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3813494	M7	Registration Number:	3997611	WOW	Serial Number:	85691772					
Property Type	Number	Word Mark																	
Registration Number:	3813494	M7																	
Registration Number:	3997611	WOW																	
Serial Number:	85691772																		
CORRESPONDENCE DATA																			
Fax Number:	2158325619																		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																			
Phone:	2155695619																		
Email:	pecsenye@blankrome.com																		
Correspondent Name:	Timothy D. Pecsénye																		
Address Line 1:	One Logan Square																		
Address Line 2:	8th Floor																		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103																		

OP \$90.00 3813494

TRADEMARK

ATTORNEY DOCKET NUMBER:	074658-01295
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	08/05/2013
<p>Total Attachments: 6 source=First Amendment to Trademark and Patent Security Agreement#page1.tif source=First Amendment to Trademark and Patent Security Agreement#page2.tif source=First Amendment to Trademark and Patent Security Agreement#page3.tif source=First Amendment to Trademark and Patent Security Agreement#page4.tif source=First Amendment to Trademark and Patent Security Agreement#page5.tif source=First Amendment to Trademark and Patent Security Agreement#page6.tif</p>	

FIRST AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT

This First Amendment to Trademark and Patent Security Agreement (this "Amendment") is made as of this 31st day of July, 2013, by and among **BALBOA WATER GROUP, LLC**, a Delaware limited liability company ("Balboa Water") and successor to Balboa Water Group, Inc., a Delaware corporation ("Balboa Water Corp"), **BALBOA INSTRUMENTS, INC.**, a corporation organized under the laws of the State of California ("Balboa Instruments"), **G-G DISTRIBUTION AND DEVELOPMENT CO., INC.**, a corporation organized under the laws of the State of California ("G-G" and, together with Balboa Water and Balboa Instruments, collectively the "Grantors" and each a "Grantor"), and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), as agent for Lenders (PNC, in such capacity, the "Agent").

WHEREAS, pursuant to that certain Trademark and Patent Security Agreement dated as of November 5, 2009 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Agreement") by Grantors in favor of Agent, each Grantor has, among other things, granted to Agent a security interest in and lien on the Trademarks and the Patents;

WHEREAS, pursuant to the terms of the Loan Agreement, if Grantors shall have obtained rights to any new trademarks, Grantors shall execute an amendment to the Agreement with respect thereto; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement.

AMENDMENT. Schedule 1 to the Agreement is hereby amended by adding thereto the trademarks, trademark applications, patents and patent applications listed on Schedule 1 hereto, all of which shall hereafter be part of the Trademarks and Patents and are subject to Agent's security interest and lien.

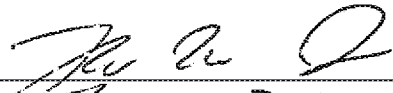
SUPPLEMENT, NO NOVATION. This Amendment is a supplement to the Agreement and not a novation thereof. Except as expressly set forth in this Amendment, the terms of the Agreement shall continue in full force and effect without modification thereto.

[Signature page follows.]

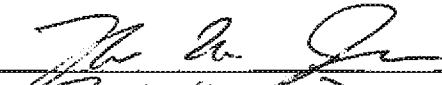
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

GRANTORS:

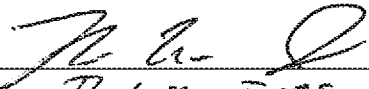
BALBOA WATER GROUP, LLC
f/k/a Balboa Water Group, Inc.

By: 
Name: Thomas M. Jones
Title: VP

BALBOA INSTRUMENTS, INC.

By: 
Name: Thomas M. Jones
Title: VP

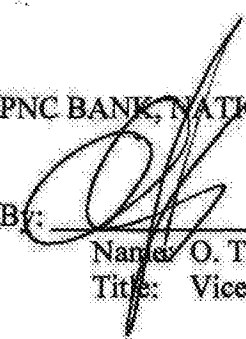
G-G DISTRIBUTION AND DEVELOPMENT
CO., INC.

By: 
Name: Thomas M. Jones
Title: VP

AGENT:

PNC BANK NATIONAL ASSOCIATION

B:



Name: O. Theodore Kuber, Jr.
Title: Vice President

SCHEDULE 1
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Balboa Water Group, LLC

Trademarks

Mark	Registration or Application No.	Registration or Filing Date	Owner	Jurisdiction
M7	3813494	07/06/2010	Balboa Water Group, LLC	US
WOW	3997611	07/19/2011	Balboa Water Group, LLC	US
DESIGN – SWIRL ICON	85/691772	07/31/2012	Balboa Water Group, LLC	US

Patents

Application or Patent No.	Country	Issue or Filing Date	Title	Owner
8082951	US	12/27/2011	Diverter Valve Apparatus and Method	Balboa Water Group, LLC
8097130	US	01/17/2012	Integrated Water Treatment System	Balboa Water Group, LLC
7626789	US	12/01/2009	Shutoff System for Pool or Spa	Balboa Water Group, LLC
8011032 B2	US	09/06/2011	Water Cooled Bathing Installation Pump Systems	Balboa Water Group, LLC
7859813 B2	US	12/28/2010	Shutoff System for Pool or Spa	Balboa Water Group, LLC
10251121.9	US	06/21/2010	Environmentally Sealed Inductive Sensor Assembly	Balboa Water Group, LLC
8259456	US	09/04/2012	Environmentally Sealed Inductive Sensor Assembly	Balboa Water Group, LLC
8396356	US	07/22/2010	Bathing Installation Heater Assembly	Balboa Water Group, LLC
12/509286	US	07/24/2009	Bathing Installation Heater Assembly	Balboa Water Group, LLC

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>	<u>Owner</u>
12/509343	US	07/24/2009	Overmolded Temperature Sensor and Method for Fabricating a Temperature Sensor	Balboa Water Group, LLC
13/367698	US	02/07/2012	Low Maintenance Spa Control System	Balboa Water Group, LLC
8112164	US	02/07/2012	Low Maintenance Spa Control System	Balboa Water Group, LLC
12/661185	US	03/12/2010	Spa Control with Improved Heater Management System	Balboa Water Group, LLC
8406932	US	03/16/2013	Vented Waterproof Touch Screen Panel	Balboa Water Group, LLC
8294843	US	10/23/2012	Waterproof Touch Screen Panel with Protective Film	Balboa Water Group, LLC
12/586712	US	09/28/2009	Spa Control System with Improved Flow Monitoring	Balboa Water Group, LLC

G-G Distribution and Development Co., Inc.

Patents

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>	<u>Owner</u>
7743437	US	06/29/2010	Apparatus and method for jet aeration	G-G Distribution and Development Co., Inc.
8137082	US	3/20/2012	Air Blower Assembly	G-G Distribution and Development Co., Inc.
8042962	US	10/25/2011	Lighted Fittings for Bathing Installations	G-G Distribution and Development Co., Inc.

<u>Application or Patent No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>	<u>Owner</u>
12/985357	US	01/06/2011	Lighted Fittings for Bathing Installations	G-G Distribution and Development Co., Inc.
8408728	US	04/02/2013	Lighted Fittings for Bathing Installations	G-G Distribution and Development Co., Inc.
8191183	US	06/05/2012	Suction Fitting for Bathing Installations	G-G Distribution and Development Co., Inc.
12/980981	US	12/30/2010	Pneumatic Actuator and Electrical Switch System	G-G Distribution and Development Co., Inc.
13/564657	US	08/01/2012	Air Jet Fitting for Bathing Installations	G-G Distribution and Development Co., Inc.
13/165706	US	06/21/2011	Bathing System Load Device with Auxiliary Power Connection	G-G Distribution and Development Co., Inc.
13/007917	US	01/17/2011	Bathing System Load Device with Auxiliary Power Connection	G-G Distribution and Development Co., Inc.
13/436672	US	03/30/2012	Lighted Jets for Bathing Installations	G-G Distribution and Development Co., Inc.