

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Namco, LLC		08/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	GarMark Advisors II, LLC, as collateral agent
Street Address:	One Landmark Square, 6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1184226	NAMCO
Registration Number:	1186272	BLUE SHIELD
Registration Number:	1644708	THE GREAT AMERICAN BACKYARD VACATION!
Registration Number:	1666827	SUN-N-FUN
Registration Number:	1672678	PEARLDIVE
Registration Number:	1674393	PRO LINE
Registration Number:	1675450	#1 FOR FAMILY FUN
Registration Number:	1694591	MARINER
Registration Number:	1698734	ELIMINATOR
Registration Number:	1698735	P.D.Q. TABS
Registration Number:	1701371	JUMBO SLO POKES
Registration Number:	1701379	SANI-SHOCK
Registration Number:	1702693	STAIN AWAY
Registration Number:	1709617	WINTER TABS

OP \$765.00 1184226

TRADEMARK

Registration Number:	1714957	SLO-STIX
Registration Number:	1728755	MINERAL MAGNET
Registration Number:	1730492	SLO-TABS
Registration Number:	1735964	RE-NU-IT
Registration Number:	1757811	SAF-T-SHOCK
Registration Number:	1864126	PROLINE
Registration Number:	1908079	BQ
Registration Number:	2112045	COOL POOL
Registration Number:	2160484	BLUE SHIELD
Registration Number:	2167722	NOT COMPLETE WITHOUT THE HEAT
Registration Number:	2264998	SKIMMER SAVER
Registration Number:	2826977	BLUE CROSS
Registration Number:	3390590	SPA SCAPE
Registration Number:	3411293	SPA SCAPE
Registration Number:	4206120	PROLINE
Registration Number:	4206121	PROLINE

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: mtily@fdh.com

Correspondent Name: Michael Tily

Address Line 1: 177 Broad Street

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Michael Tily
Signature:	/Michael Tily/
Date:	08/20/2013

Total Attachments: 10

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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 20, 2013, is made by Namco, LLC, a Delaware limited liability company (the "Grantor"), in favor of GarMark Advisors II, LLC, a Delaware limited liability company (the "Collateral Agent"), acting as collateral agent on behalf of GarMark Partners II, L.P., a Delaware limited partnership ("GarMark"), and For Susan 2, Inc., a Delaware corporation ("For Susan", and together with GarMark, the "Second Lien Lenders").

WITNESSETH:

WHEREAS, pursuant to the Senior Subordinated Secured Promissory Note dated as of August 20, 2013 by the Grantor in favor of GarMark (as amended, restated, supplemented or otherwise modified from time to time, the "GarMark Second Lien Note") and the Senior Subordinated Secured Promissory Note dated as of August 20, 2013 by the Grantor in favor of For Susan (as amended, restated, supplemented or otherwise modified from time to time, the "For Susan Second Lien Note", and together with the GarMark Second Lien Note, the "Second Lien Notes"), the Second Lien Lenders have made extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Second Lien Notes, as collateral security for the prompt and complete payment and performance of the Obligations, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and Lien upon, whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest to, all property of the Grantor wherever located, including but not limited to all Intellectual Property.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Lenders and the Collateral Agent to accept the terms of the Second Lien Notes and to induce the Second Lien Lenders to extend credit pursuant to the terms thereof, the Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein (including in the recitals set forth above) without definition are used as defined in the Second Lien Notes.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Intellectual Property Collateral"):

(a) all of its Copyrights and all Licenses providing for the grant by or to the Grantor of any right under any Copyright, including, without limitation, those Copyright registrations and applications for registration referred to on Schedule 1 hereto;

(b) all renewals, reversions and extensions of the foregoing clause (a);

(c) all of its Patents and all Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 2 hereto;

(d) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing clause (c);

(e) all of its Trademarks and all Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademark registrations and applications for registration referred to on Schedule 3 hereto (provided, that no security interest shall be granted in United States "intent to use" trademark applications to the extent that, and solely during the period which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law);

(f) all renewals and extensions of the foregoing clause (e);

(g) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(h) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Notes, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Second Lien Notes, the terms and provisions of Sections 11 and 12 of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property and Licenses subject to a security interest hereunder.

Section 5. Subordination. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT BETWEEN GARMARK ADVISORS II, LLC IN ITS CAPACITY AS SECOND LIEN AGENT, GARMARK PARTNERS II, L.P., AND FOR SUSAN 2, INC., AS SECOND LIEN LENDERS, AND ROCKLAND TRUST COMPANY, DATED AS OF AUGUST 20, 2013.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

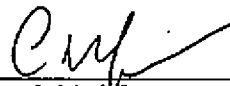
Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

NAMCO, LLC, as Grantor

By: 
Name: C. Mark Scott
Title: CEO & President

ACCEPTED AND AGREED
as of the date first above written:

GARMARK ADVISORS II, LLC,
as Collateral Agent

By: _____
Name: Steven C. Pickhardt
Title: Managing Principal

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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


Very truly yours,

NAMCO, LLC, as Grantor

By: _____
Name: C. Mark Scott
Title:

ACCEPTED AND AGREED
as of the date first above written:

GARMARK ADVISORS II, LLC,
as Collateral Agent

By: 
Name: Steven C. Pickhardt
Title: Managing Principal

[SIGNATURE PAGE TO SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of New York

County of New York ss. _____

On this the 14th day of August, 2013, before me, Jonathan T. Kovary, the undersigned officer, personally appeared C. Mark Scot*, who acknowledged himself/herself to be the President & CEO of Namco, LLC, a limited liability company, and that he/she as such President & CEO, being authorized so to do executed the foregoing instrument for the same for the purposes therein contained, by signing the name of the limited liability company by himself/herself as President & CEO.

In witness hereof I hereunto set my hand.

[Signature]
Signature of Notary Public

My Commission Expires: 4/19/17

JONATHAN TODD KOEVARY
NOTARY PUBLIC, State of New York
No. 02X06125698
Qualified in Westchester County
Commission Expires April 19, 2017

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

A. REGISTERED COPYRIGHTS: None

B. COPYRIGHT APPLICATIONS: None

C. COPYRIGHT IP LICENSES: None

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

D. REGISTERED PATENTS:

Patent Number	Issue Date	Title
6817041	11/16/2004	Skimmer Guard
6966078	11/22/2005	Skimmer Seal

E. PATENT APPLICATIONS: None.

F. PATENT IP LICENSES: None.

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

G. REGISTERED TRADEMARKS:

Trademark	Registration No.	Registration Date
NAMCO	1184226	December 29, 1981
BLUE SHIELD	1186272	January 19, 1982
THE GREAT AMERICAN BACKYARD VACATION!	1644708	May 14, 1991
SUN-N-FUN	1666827	December 3, 1991
PEARLDIVE	1672678	January 21, 1992
PRO LINE	1674393	February 4, 1992
#1 FOR FAMILY FUN	1675450	February 11, 1992
MARINER	1694591	June 16, 1992
ELIMINATOR	1698734	July 7, 1992
P.D.Q. TABS	1698735	July 7, 1992
JUMBO SLO POKES	1701371	July 21, 1992
SANI-SHOCK	1701379	July 21, 1992
STAIN AWAY	1702693	July 28, 1992
WINTER TABS	1709617	August 25, 1992
SLO-STIX	1714957	September 15, 1992
MINERAL MAGNET	1728755	November 3, 1992
SLO-TABS	1730492	November 10, 1992
RE-NU-IT	1735964	December 1, 1992
SAF-T-SHOCK	1757811	March 16, 1993
PROLINE	1864126	November 22, 1994
BQ	1908079	August 1, 1995
COOL POOL	2112045	November 11, 1997
BLUE SHIELD	2160484	May 26, 1998
NOT COMPLETE WITHOUT THE HEAT	2167722	June 23, 1998
SKIMMER SAVER	2264998	July 27, 1999
BLUE CROSS	2826977	March 30, 2004
SPA SCAPE	3390590	March 4, 2008
SPA SCAPE	3411293	April 15, 2008
PROLINE	4206120	September 11, 2012
PROLINE	4206121	September 11, 2012

H. TRADEMARK APPLICATIONS: None

I. TRADEMARK IP LICENSES: None

[ACKNOWLEDGEMENT OF GRANTOR FOR INTELLECTUAL PROPERTY SECURITY AGREEMENT]

{01675355; 2; 2688-5 }