

## 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:	Rockland Trust Company		
Street Address:	120 Liberty Street		
City:	Brockton		
State/Country:	MASSACHUSETTS		
Postal Code:	02301		
Entity Type:	COMPANY: MASSACHUSETTS		
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	

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: 6177422355

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

Phone: 617-742-4200

Email: mmq@riw.com

Correspondent Name: Matthew D. Ray

Address Line 1: 255 State Street, 7th Floor

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	9004-22
NAME OF SUBMITTER:	Matthew D. Ray
Signature:	/matthewdray/
Date:	09/23/2013

#### Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of August 20, 2013, by and between Namco, LLC, a Delaware limited liability company having its principal place of business at 100 Sanrico Drive, Manchester, Connecticut 06042 (the "**Borrower**"), and Rockland Trust Company, a Massachusetts trust company with a usual place of business at 120 Liberty Street, Brockton, Massachusetts 02301 ("**Bank**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

**1. Grant of Security Interest.** Borrower hereby grants to Bank a first priority security interest in, and conditionally assigns, but does not transfer title to Bank, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all "Indebtedness" of Borrower to Bank, as such term is defined in the Credit and Security Agreement dated on or about of even date herewith, between Bank and Borrower (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectable as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

Notwithstanding the foregoing, 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.

**2. Warranties and Representations.** Borrower hereby warrants and represents to Bank the following as of the date hereof:

(a) A true and complete schedule setting forth all federal trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof is set forth on Schedule A;

(b) Except as indicated on Schedule A, each of the trademarks and trademark registrations is valid and enforceable, and there are no pending (or, to the knowledge of Borrower, threatened) claims by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances (other than Permitted Liens (as defined in the Loan Agreement)), including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons; and

(d) Except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

**3 Covenants.** Borrower agrees that it has used consistent standards of quality and will continue to use standards of quality consistent with Borrower's past practices in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks.

**4. After-Acquired Trademark Rights.** If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new trademarks. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

**5. Litigation and Proceedings.** Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's

expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

**6. Power of Attorney.** Borrower grants Bank power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, upon the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement), in Bank's discretion to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; and

(c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

**7. Specific Remedies.** Upon the occurrence and during the continuance of any Event of Default (as defined in the Loan Agreement):

(a) Bank may notify licensees to make royalty payments on license agreements directly to Bank;

(b) Bank may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

(c) If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(d) To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Indebtedness as a credit on account of the purchase price of any Collateral payable by Bank at such sale.

8. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

*[Signature page follows]*


IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized signatories as of the date first above written.

NAMCO, LLC

By: \_\_\_\_\_  
Name: C. Mark Scott  
Title: Manager

ACCEPTED AND AGREED  
as of the date first above written:

ROCKLAND TRUST COMPANY

By:  \_\_\_\_\_  
Name: Andrew D. Wierman  
Title: Vice President

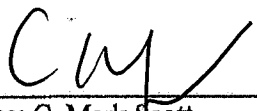
{Signature Page to Trademark Security Agreement}

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IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized signatories as of the date first above written.

NAMCO, LLC

By:   
Name: C. Mark Scott  
Title: Manager

ACCEPTED AND AGREED  
as of the date first above written:

ROCKLAND TRUST COMPANY

By: \_\_\_\_\_  
Name: Andrew D. Wierman  
Title: Vice President

{Signature Page to Trademark Security Agreement}

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State of New York

County of New York

ss. \_\_\_\_\_

On this the 14<sup>th</sup> day of August, 2013, before me, Jonathan T. Koevary, the undersigned officer, personally appeared C. Mark Iroff, 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. 02KO6125698  
Qualified in Westchester County  
Commission Expires April 19, 2017

**SCHEDULE A  
TO A TRADEMARK SECURITY AGREEMENT  
BETWEEN  
NAMCO, LLC (BORROWER)  
AND  
ROCKLAND TRUST COMPANY (BANK)  
DATED: AUGUST 20, 2013**

**REGISTERED TRADEMARKS (USA)**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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

\* Mark has expired and will be cancelled by Trademark Office in time.

**REGISTRATION PENDING FOR TRADEMARKS (USA)**

**Trademark**

**Serial No.**

**Filing Date**