

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brookfield Bridge Lending Fund Inc.		10/17/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Maax US Corp. (successor in title to Pearl Baths, Inc.)		
Street Address:	181 Bay Street		
Internal Address:	Suite 300 Brookfield Place		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J2T3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2033434		
CORRESPONDENCE DATA			
Fax Number:	7039917071		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	7037408322		
Email:	trademark@maierandmaier.com		
Correspondent Name:	Christopher J Maier		
Address Line 1:	345 South Patrick Street		
Address Line 4:	ALEXANDRIA, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	01780107TM		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$40.00 2033434

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christopher J. Maier
Signature:	/Christopher J. Maier/
Date:	10/17/2013

Total Attachments: 2
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**RELEASE AND DISCHARGE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

RECITALS:

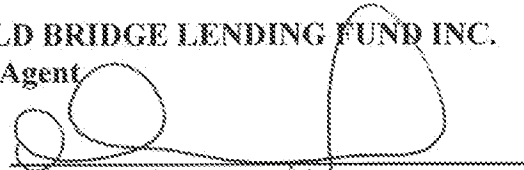
- A. PEARL BATHS, INC., (the "Pledgor") the predecessor in title of the trademark identified in Schedule A (the "Trademark"), entered into, *inter alia*, a trademark security agreement dated January 9, 2007 in favour of BROOKFIELD BRIDGE LENDING FUND INC., as collateral agent (the "Collateral Agent") under which, among other things, the Pledgor granted to the Collateral Agent a security interest in the Trademark, as security for its obligations under a certain credit agreement.
- B. All of the obligations secured by the foregoing trademark security agreement have been discharged and paid in full and all security interests related thereto have been released.
- C. The Collateral Agent has agreed to issue this document for the purposes of evidencing the foregoing and facilitating the discharge of all registrations thereof.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Collateral Agent hereby irrevocably and unconditionally releases and discharges to and in favour of the Pledgor and its successors and assigns each and every security interest, lien, mortgage, charge, pledge, assignment and other encumbrance (collectively, "Liens") created under each and every mortgage, charge or security agreement made by the Pledgor in favour of the Collateral Agent over the Trademark and the Collateral Agent hereby authorizes the assigns of the Pledgor and each of its solicitors and agents to discharge all registrations of such Liens, including, without limitation, those made against the Trademark.

DATED this 17th day of October, 2013.


BROOKFIELD BRIDGE LENDING FUND INC.
as Collateral Agent

By:
Name:
Title:


MABEL WONG
VICE PRESIDENT

Schedule A

Trademark

Trade-mark	Serial No.	Filing Date	Registration No.	Registration Date
	74701895	July 17, 1995	2033434	January 28, 1997