

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
Plastimayd LLC		12/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3783930	COVER LOGIX	
Registration Number:	3792589	COVER LOGIX	
Registration Number:	2039975	VA	
Serial Number:	85939778	P PLASTIMAYD PRECISION CRAFTED POOL LINE	
Serial Number:	85939882	COVERLOGIX ADVANCED SAFETY COVER SYSTEMS	
Serial Number:	85940470	VYNALL CUSTOMS POOL LINERS	
Serial Number:	85943327	PHOTOLOGIX	
Registration Number:	1583720	PLASTIMAYD	
Registration Number:	1535763	PLASTIMAYD	
Registration Number:	1531990	SPACE ARENA	
Registration Number:	2437246	ULTRA-MAYD	
Registration Number:	1987341	VYN-ALL	
Serial Number:	78167699	NEW CENTURY COVERS	

OP \$340.00 3783930

CORRESPONDENCE DATA

Fax Number: 3128637867

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

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.116
NAME OF SUBMITTER:	Jaclyn Di Grande
Signature:	/jaclyn di grande/
Date:	01/17/2014
Total Attachments: 6 source=Plastimayd - TSA#page1.tif source=Plastimayd - TSA#page2.tif source=Plastimayd - TSA#page3.tif source=Plastimayd - TSA#page4.tif source=Plastimayd - TSA#page5.tif source=Plastimayd - TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of December 12, 2013, between PLASTIMAYD LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof among Grantor, Latham Pool Products, Inc. ("Latham US"), Latham Pool Products Inc./Produits de Piscine Latham Inc., (together with Grantor and Latham US, the "Borrowers") the Guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrowers; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent this Agreement;

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

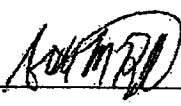
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]

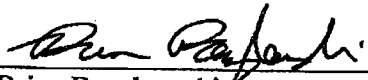
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ELASTIMAYD LLC

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:




BANK OF MONTREAL, as Administrative Agent

By 
Name: Brian Boczkowski
Title: Director




Trademark Security Agreement

TRADEMARK
REEL: 005196 FRAME: 0372

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	APPLN. DATE	APPLN. NO.	REG. DATE	REG. NO.	OWNER
	09/25/2002	78/167,699	06/15/2004	2,853,420	Plastimayd LLC
Cover LOGIX	09/08/2009	77/821,989	05/04/2010	3,783,930	"Plastimayd, LLC aka Vyn-All Pool Products LLC"
	09/08/2009	77/821,797	05/25/2010	3,792,589	"Plastimayd, LLC aka Vyn-All Pool Products LLC"
	09/22/1995	74/733,252	02/25/1997	2,039,975	Plastimayd LLC

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MARK	APPLN. DATE	APPLN. NO.	REG. DATE	REG. NO.	OWNER
	05/22/2013	85/939,778			(Applicant) Plastimayd LLC
	05/22/2013	85/939,882			(Applicant) Plastimayd LLC
	05/23/2013	85/940,470			(Applicant) Plastimayd LLC
PHOTOLOGIX	05/28/2013	85/943,327			(Applicant) Plastimayd LLC
PLASTIMAYD	07/05/1988	73/738,044	02/20/1990	1,583,720	Plastimayd LLC
PLASTIMAYD	06/27/1988	73/736,745	04/18/1989	1,535,763	Plastimayd LLC
SPACE ARENA	06/27/1988	73/736,546	03/28/1989	1,531,990	Plastimayd LLC
ULTRA-MAYD	04/26/2000	76/035,806	03/20/2001	2,437,246	Plastimayd LLC
VYN-ALL	09/22/1995	74/733,247	07/16/1996	1,987,341	Plastimayd LLC