

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM313440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquatic Co.		07/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3791833	AQUATIC	
Registration Number:	4055762	AQUATIC	
Registration Number:	1916325	LASCO	
Registration Number:	3745034	MOTIF	
Registration Number:	3778646	REAL LUXURY FOR REAL LIFE	
Registration Number:	3544336	SANTA CRUZ	
Registration Number:	3424974	SERENITY	
Registration Number:	3454821	SYMPHONY	
Registration Number:	3383166	LUXEAIR	
Serial Number:	85747835	A2	
Serial Number:	85951314	DRIFTBATH	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Ave, NW		
Address Line 4:	Washington, D.C. 20004		

CH \$290.00 3791833

TRADEMARK

ATTORNEY DOCKET NUMBER:	058438-0529
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	08/08/2014
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement" or "Grant") is made this 22nd day of July, 2014, by and between AQUATIC CO., a Delaware corporation ("Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of July 22, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Hytec, Inc., and Harris Street Real Estate Holdings LLC, as borrowers (collectively, the "Borrowers"), and Wells Fargo, Wells Fargo has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Wells Fargo and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Wells Fargo, for the benefit of itself as Lender and the Bank Product Providers, this Trademark Security 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Schedule 1.1 of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Wells Fargo, for the benefit of itself as Lender and each of the Bank Product Providers, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Wells Fargo, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Wells Fargo, for the benefit of itself as Lender and the Bank Product Providers, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Wells Fargo with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Wells Fargo with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Wells Fargo unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Wells Fargo's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND ARBITRATION SET FORTH IN SECTION 13 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

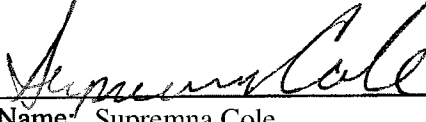
IN WITNESS WHEREOF, the undersigned has executed this Grant as of the first date written above.

AQUATIC CO.

By: 
Name: Stuart Leigh
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: 
Name: Supremna Cole
Title: VP, Underwriter

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Trademark	Registration Number	Registration Date
Aquatic Co.	United States	AQUATIC AND DESIGN	3,791,833	May 25, 2010
Aquatic Co.	United States	AQUATIC AND DESIGN	4,055,762	November 15, 2011
Aquatic Co.	United States	LASCO	1,916,325	September 5, 1995
Aquatic Co.	United States	MOTIF	3,745,034	February 2, 2010
Aquatic Co.	United States	REAL LUXURY FOR REAL LIFE	3,778,646	April 20, 2010
Aquatic Co.	United States	SANTA CRUZ	3,544,336	December 9, 2008
Aquatic Co.	United States	SERENITY	3,424,974	May 13, 2008
Aquatic Co.	United States	SYMPHONY ¹	3,454,821	June 24, 2008
Aquatic Co.	United States	LUXEAIR ²	3,383,166	February 12, 2008

Owner	Country	Trademark Application	Application/Serial Number	Application Date
Aquatic Co.	United States	A2	85/747,835	October 8, 2012
Aquatic Co.	United States	DRIFTBATH	85/951,314	June 5, 2013

¹ Aquatic Co. plans to allow this trademark to lapse.

² Aquatic Co. plans to allow this trademark to lapse.

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

Trademark	Licensors	Licensee	Registration Number	Effective Date of License
LASCO	Aquatic Co.	Lasco Fittings, Inc.	1,916,325	February 23, 2007