

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOOTZ MANUFACTURING COMPANY, LLC		06/12/2015	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT		
Street Address:	787 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	A SOCIETE ANONYME: FRANCE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4675405	SHOWERCAST	
Registration Number:	1865240	SYNIRON	
Registration Number:	3040959	B BOOTZ INDUSTRIES	
Registration Number:	3037934	BOOTZCAST	
Registration Number:	1855148	BISCAY	
Registration Number:	4027754	DURABRACE	
Registration Number:	3927033	ULTRACAST	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049018-0051		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/kja/		

OP \$190.00 4675405

DATE SIGNED:

06/15/2015

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

June 12, 2015

WHEREAS, **AQUATIC CO.**, a Delaware corporation, **BATHCRAFT, LLC**, a Delaware limited liability company, **BOOTZ MANUFACTURING COMPANY, LLC**, an Indiana limited liability company, and **THE PRAXIS COMPANIES, LLC**, a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”), each owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, ABG Operating, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party, and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement,

to evidence further the security interest granted by the Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

AQUATIC CO.

By: 
Name: Anthony Ricketts
Title: Vice President

**BATHCRAFT, LLC
BOOTZ MANUFACTURING COMPANY, LLC
THE PRAXIS COMPANIES, LLC**

By: 
Name: Anthony Ricketts
Title: Chief Financial Officer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Bootz Manufacturing Company, LLC	Showercast	4,675,405	January 20, 2015
Bootz Manufacturing Company, LLC	Syniron	1,865,240	November 29, 1994
Bootz Manufacturing Company, LLC	Bootz Industries and Design	3,040,959	January 10, 2006
Bootz Manufacturing Company, LLC	Bootzcast	3,037,934	January 3, 2006
Bootz Manufacturing Company, LLC	Biscay	1,855,148	September 20, 1994
Bootz Manufacturing Company, LLC	Durabrace	4,027,754	September 20, 2011
Bootz Manufacturing Company, LLC	Ultracast	3,927,033	March 1, 2011
Aquatic Co.	AQUATIC AND DESIGN	3,791,833	May 25, 2010
Aquatic Co.	AQUATIC AND DESIGN	4,055,762	November 15, 2011
Aquatic Co.	LASCO	1,916,325	September 5, 1995
Aquatic Co.	MOTIF	3,745,034	February 2, 2010
Aquatic Co.	REAL LUXURY FOR REAL LIFE	3,778,646	April 20, 2010
Aquatic Co.	SANTA CRUZ	3,544,336	December 9, 2008
Aquatic Co.	SERENITY	3,424,974	May 13, 2008
Aquatic Co.	A2	4573017	July 22, 2014
Aquatic Co.	DRIFTBATH	85/951,314	N/A
Aquatic Co.	DURACORE	85/729,712 ¹	N/A
Aquatic Co.	SUPERCORE	85/741,138 ²	N/A
The Praxis Companies, LLC	AMERICAN WHIRLPOOL (typed drawing)	1767358	Apr. 27, 1993
The Praxis Companies, LLC	AQUARIUS	3902416	Jan. 11, 2011

¹ Intent to Use application.

² Intent to Use application.

Owner	U.S. Trademark Description	Registration/ Appl. Number	Registration/ Appl. Date
The Praxis Companies, LLC	AQUARIUS BATHWARE (design plus words, letters, and/or numbers)	3972200	Jun. 7, 2011
The Praxis Companies, LLC	COMFORT DESIGNS	3902415	Jan. 11, 2011
The Praxis Companies, LLC	COMFORT DESIGNS (design plus words, letters, and/or numbers)	3968186	May 31, 2011
Praxis Companies	EASY BASE (design plus words, letters, and/or numbers)	3717152	Nov. 24, 2009
The Praxis Companies, LLC	HAMILTON	3930179	Mar. 8, 2011
The Praxis Companies, LLC	H HAMILTON BATHWARE (design plus words, letters, and/or numbers)	3972201	Jun. 7, 2011
Bathcraft, LLC	LAUREL MOUNTAIN WHIRLPOOLS	4451324	Dec. 17, 2013
The Praxis Companies, LLC	PRAXIS	3902414	Jan. 11, 2011
The Praxis Companies, LLC	PRAXIS (design plus words, letters, and/or numbers)	3972198	Jun. 7, 2011
The Praxis Companies, LLC	SAFETY SUITE	4719396	April 14, 2015
The Praxis Companies, LLC	SAFETY SUITE (words, letters, and/or numbers in stylized form)	4719397	April 14, 2015