

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346313

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LATHAM POOL PRODUCTS, INC.		06/29/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4749734	AUTODRAIN
Registration Number:	4501825	BLUE HAWAIIAN
Registration Number:	4498617	EQUATOR
Registration Number:	4444979	INTEGRITY POOL PRODUCTS
Registration Number:	4463607	L LATHAM
Registration Number:	4448578	LATHAM BEHIND EVERY POOL
Registration Number:	4456420	PERFORMANCE POOL PRODUCTS
Registration Number:	4651428	PERFORMANCE POOL PRODUCTS
Registration Number:	4703451	PREMIER SAFETY COVERS
Registration Number:	4505445	
Registration Number:	4452209	ULTRA-SEAM
Registration Number:	4488986	
Registration Number:	4588546	
Registration Number:	4542467	WE MAKE IT STRONG. WE MAKE IT EASY. COVE
Registration Number:	4455850	COVERSTAR

CORRESPONDENCE DATA

Fax Number: 3128637806

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

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2072.110
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NAME OF SUBMITTER:	Nancy Brougher
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SIGNATURE:	/njb/
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DATE SIGNED:	06/30/2015
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Total Attachments: 7

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") to that certain Trademark Security Agreement dated as of October 26, 2011 (the "Trademark Security Agreement") made by LATHAM POOL PRODUCTS, INC., a Delaware corporation ("Grantor"), for itself and as successor-by-merger to Viking Pools, LLC and Coverstar, LLC, in favor of BANK OF MONTREAL, in its capacity as Lender, as assignee of Bank of Montreal in its capacity as Administrative Agent under the Existing Credit Agreement ("Lender") is dated as of June 29, 2015.

RECITALS

WHEREAS, pursuant to, and subject to the terms of, that certain Second Amended and Restated Credit Agreement dated as of even date herewith by and among Grantor, certain affiliates of Grantor party thereto and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Lender has agreed to make Loans for the benefit of Grantor and, pursuant to, and subject to the terms of, the US Security Agreement, Grantor has granted to Lender a security interest in substantially all of Grantor's assets, including, without limitation, all of its trademarks, trademark registrations and trademark applications, together with all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application (in each case, other than any Excluded Property, as defined in the US Security Agreement);

WHEREAS, pursuant to the Trademark Security Agreement, Grantor has granted to Lender a security interest in all of its Trademarks (as defined therein) listed on Schedule I annexed thereto;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional trademarks (other than any Excluded Property, the "New Trademarks"); and

WHEREAS, it is a condition precedent to the execution and delivery of the Credit Agreement by Lender that Grantor agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Schedules. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Trademarks scheduled on Schedule I attached hereto.


2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

3. Miscellaneous. This Amendment, 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. This Amendment may be executed in any number of counterparts (including by way of facsimile or other electronic transmission), all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this First Amendment to Trademark Security Agreement to be duly executed as of the date and year last above written.

LATHAM POOL PRODUCTS, INC.,
for itself and as successor-by-merger to Viking
Pools, LLC and Coverstar, LLC

By: 
Name: Mark Caren
Its: CEO

Accepted and agreed to at Chicago, Illinois as of the day and year last above written

BANK OF MONTREAL, as Lender,
assignee of Bank of Montreal in its capacity as
Administrative Agent

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Grantor has caused this First Amendment to Trademark Security Agreement to be duly executed as of the date and year last above written.

LATHAM POOL PRODUCTS, INC.,
for itself and as successor-by-merger to Viking
Pools, LLC and Coverstar, LLC

By: _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written

BANK OF MONTREAL, as Lender,
as assignee of Bank of Montreal in its capacity as
Administrative Agent

By:  _____
Name: Craig Thistlethwaite
Its: Managing Director

SCHEDULE I TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

OWNER	REGISTRATION/ SERIAL NUMBER	TRADEMARK
U.S. Trademarks & Trademark Applications		
Latham Pool Products, Inc.	4,749,734	AUTO DRAIN
Latham Pool Products, Inc.	4,501,825	Blue Hawaiian and design
Latham Pool Products, Inc.	4,498,617	Equator (internet brand)
Latham Pool Products, Inc.	4,444,979	Integrity Pool Products
Latham Pool Products, Inc.	4,463,607	LATHAM
Latham Pool Products, Inc.	4,448,578	Latham Behind Every Pool
Latham Pool Products, Inc.	4,455,850	New Coverstar design
Latham Pool Products, Inc.	4,456,420	Performance Pool Products = steps, safety covers, vinyl (Class 19)
Latham Pool Products, Inc.	4,651,428	Performance Pool Products = steps, safety covers, vinyl (Class 6)
Latham Pool Products, Inc.	4,703,451	Premier Safety Covers
Latham Pool Products, Inc.	4,505,445	Trilogy design
Latham Pool Products, Inc.	4,452,209	Ultra-Seam
Latham Pool Products, Inc.	4,488,986	Water Drop Flower – design
Latham Pool Products, Inc.	4,588,546	Water Drop Flower black and white design
Latham Pool Products, Inc.	4,542,467	WE MAKE IT STRONG WE MAKE IT EASY Coverstar
Canadian Trademarks & Trademark Applications		
Latham Pool Products, Inc.	TMA842,585	Aqua-Point
Latham Pool Products, Inc.	TMA210743	AQUA SPA
Latham Pool Products, Inc.	TMA210742	AQUA STEP
Latham Pool Products, Inc.	1,694,103	AUTO-DRAIN & 3 DROPLET LOGO
Latham Pool Products, Inc.	TMA 858,449	BEHIND EVERY POOL
Latham Pool Products, Inc.	TMA890,276	BLUE HAWAIIAN & Dolphin Design
Latham Pool Products, Inc.	TMA891321	BLUE HAWAIIAN
Latham Pool Products, Inc.	TMA 856,506	Coverluxe
Latham Pool Products, Inc.	1,718,986	COVERSTAR
Latham Pool Products, Inc.	1,718,990	COVERSTAR
Latham Pool Products, Inc.	TMA 856,507	Eclipse
Latham Pool Products, Inc.	1,577,949	Equator
Latham Pool Products, Inc.	TMA903,586	GRAPHEX
Latham Pool Products, Inc.	TMA 851,347	Integrity Pool Products

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OWNER	REGISTRATION/ SERIAL NUMBER	TRADEMARK
Latham Pool Products, Inc.	TMA357000	INTER-LOCK
Latham Pool Products, Inc.	TMA369205	INTER-LOCK & DESIGN
Latham Pool Products, Inc.	TMA 851,350	Invis-a-Drain
Latham Pool Products, Inc.	TMA 231,209	KAFKO
Latham Pool Products, Inc.	TMA247376	KAFKO & DESIGN
Latham Pool Products, Inc.	1587677	L LATHAM Design
Latham Pool Products, Inc.	TMA 859,936	L LATHAM Design
Latham Pool Products, Inc.	TMA 858,464	LATHAM POOL PRODUCTS
Latham Pool Products, Inc.	TMA 205,024	Pacific Pools
Latham Pool Products, Inc.	TMA 856,508	Performance Pool Products
Latham Pool Products, Inc.	TMA232162	PONDEX
Latham Pool Products, Inc.	TMA299887	POOLTECH
Latham Pool Products, Inc.	TMA 358,312	Positive-Lock
Latham Pool Products, Inc.	TMA 357,013	Positive-Lock design
Latham Pool Products, Inc.	TMA 856,511	Powerflex
Latham Pool Products, Inc.	TMA363001	RIVET-LOCK
Latham Pool Products, Inc.	TMA357014	RIVET-LOCK & DESIGN
Latham Pool Products, Inc.	TMA 357,862	Snap-Lock
Latham Pool Products, Inc.	TMA 357,012	Snap-Lock & design
Latham Pool Products, Inc.	TMA 864,296	SureFit
Latham Pool Products, Inc.	TMA 856,504	Swimwise
Latham Pool Products, Inc.	TMA425133	TRIAC
Latham Pool Products, Inc.	TMA433090	TRIANGLES DESIGN
Latham Pool Products, Inc.	1,641,349	Trilogy 9 Curved Line Design
Latham Pool Products, Inc.	TMA 856,505	Trilogy Pools
Latham Pool Products, Inc.	TMA 856,512	Trilogy Spas
Latham Pool Products, Inc.	1,589,804	Ultra-Seam
Latham Pool Products, Inc.	TMA 856,513	Viking Pools
Latham Pool Products, Inc.	1,577,951	Water Drop Flower design
Latham Pool Products, Inc.	1,640,060	COVERSTAR WE MAKE IT STRONG WE MAKE IT EASY
Latham Pool Products, Inc.	1,668,766	COVERSTAR CANADA WE MAKE IT STRONG WE MAKE IT EASY
Latham Pool Products, Inc. (assignee of Plastimayd LLC)	1,701,179	Coverlogix
Latham Pool Products, Inc. (assignee of Plastimayd LLC)	1,701,178	Plastimayd

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OWNER	REGISTRATION/ SERIAL NUMBER	TRADEMARK
European Trademarks & Trademark Applications		
Latham Pool Products Inc.	001561695	GRAPHEX
Latham Pool Products Inc.	001561844	NOTHING'S AS COOL AS A POOL
Latham Pool Products Inc.	4,031,662	PACIFIC POOLS design
Latham Pool Products Inc.	001561752	PERFORMANCE LADDER
Latham Pool Products Inc.	001561885	PERFORMANCE SAFETY COVER
Latham Pool Products Inc.	001565860	PERFORMANCE STEPS
Latham Pool Products Inc.	3,388,791	Permalife Pools
Latham Pool Products Inc.	3,405,842	Permalife Pools design
Latham Pool Products Inc.	001537406	POOL PRO
Latham Pool Products Inc.	001537356	POOLPRO
Latham Pool Products, Inc.	11,144,921	BEHIND EVERY POOL
Latham Pool Products, Inc.	11,186,871	L Circle Logo
Latham Pool Products, Inc.	010883353	L LATHAM
Latham Pool Products, Inc.	010883304	LATHAM

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