

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POOL COVER SPECIALISTS, LLC		06/29/2015	LIMITED LIABILITY COMPANY: UTAH
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: 1			
Property Type	Number	Word Mark	
Serial Number:	86460555	POOL COVER SPECIALISTS	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	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		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/30/2015		
Total Attachments: 5			
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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 1, 2014 (the "Trademark Security Agreement") made by POOL COVER SPECIALISTS, LLC, a Utah limited liability company (formerly known as Pool Cover Specialists National, Inc., a Utah corporation; "Grantor"), 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.

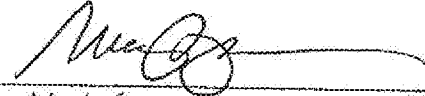
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

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.

POOL COVER SPECIALISTS, LLC,
formerly known as Pool Cover Specialists National,
Inc.

By: 
Name: Mark Caron
Its: President

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.

POOL COVER SPECIALISTS, LLC,
formerly known as Pool Cover Specialists National,
Inc.

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		
Pool Cover Specialists National, Inc.	S/N 86/460,555	Pool Cover Specialists and design
Canadian Trademarks & Trademark Applications		
Pool Cover Specialists National, Inc	1,700,981	Pool Cover Specialists
Pool Cover Specialists National, Inc	1,700,982	Pool Cover Specialists design