

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352541

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Natural Chemistry L.P.	FORMERLY successor by conversion from Natural Chemistry LLC; f/k/a NCI LLC	07/01/2015	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	14 Bank Street
City:	New Milford
State/Country:	CONNECTICUT
Postal Code:	06776
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1745391	NATURAL CHEMISTRY
Registration Number:	2582644	PHOSFREE
Registration Number:	1976539	STARVER
Registration Number:	4083231	ALGAE BREAK90
Registration Number:	4710209	POOL PERFECT
Registration Number:	4159302	INSTANT POOL WATER CONDITIONER
Registration Number:	4240145	DE FLEA
Registration Number:	4077062	COVER FREE
Serial Number:	85682388	WE WATER EFFICIENT
Registration Number:	4416741	NATURAL CHEMISTRY
Serial Number:	85682398	SMARTZYME
Serial Number:	85682386	ALGAE RISK INDEX
Serial Number:	85682377	POOL QUALITY INDEX
Serial Number:	85682379	HEALTHY POOL INDEX
Registration Number:	3416472	SALT SHOCK
Serial Number:	85803082	ENJOY CLEAR PERFECT SOFT SILKY WATER
Registration Number:	4558753	BUG BREAKFREE

OP \$1115.00 1745391

Property Type	Number	Word Mark
Registration Number:	4535813	POOL MAGIC
Registration Number:	4458005	NATURAL CHEMISTRY
Serial Number:	85917472	SMARTZYME
Serial Number:	86044207	PROZYME
Registration Number:	4716413	PRO ZYMES
Serial Number:	86376692	PRO BLEND
Serial Number:	86543113	PERFECT WEEKLY
Serial Number:	86418426	PERFECT
Serial Number:	86418444	TRIPLE ACTION
Serial Number:	86543455	CLEARIFY CLEAN & CLEAR
Serial Number:	86542899	CLEAR AID
Serial Number:	86548597	RESOLVE
Serial Number:	86548573	SWIM PUCKS
Serial Number:	86548568	SWIM STICKS
Serial Number:	86548578	SWIM TABS
Serial Number:	86548585	SWIM NOW
Serial Number:	86548592	SWIM LATER
Serial Number:	86548600	SWIM SOON
Serial Number:	86547436	CLEARIFY
Serial Number:	86545905	CLEARIFY
Serial Number:	86561004	PRO SERIES
Serial Number:	86561102	PRO SERIES
Serial Number:	86561171	PRO SERIES
Serial Number:	86568418	ALGAE BREAK
Serial Number:	86576080	SOAK SOON
Serial Number:	86576143	SOAK TABS
Serial Number:	86576366	SOAK NOW

CORRESPONDENCE DATA

Fax Number: 8606122918

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.

Phone: 860-612-5441

Email: cmagnante@websterbcc.com

Correspondent Name: Christopher Magnante

Address Line 1: 19 Main Street, 3rd Floor

Address Line 2: Webster Bank, National Association

Address Line 4: New Milford, CONNECTICUT 06776

ATTORNEY DOCKET NUMBER:	19865.043
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NAME OF SUBMITTER:	Sharon S. Spinelli
SIGNATURE:	/s/ Sharon S. Spinelli
DATE SIGNED:	08/25/2015
Total Attachments: 9 source=nc#page1.tif source=nc#page2.tif source=nc#page3.tif source=nc#page4.tif source=nc#page5.tif source=nc#page6.tif source=nc#page7.tif source=nc#page8.tif source=nc#page9.tif	

**MORTGAGE AND SECURITY AGREEMENT
(TRADEMARKS)**

THIS MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS) (the "Mortgage") made as of the 1st day of July, 2015, between **NATURAL CHEMISTRY L.P.** (successor by conversion from Natural Chemistry LLC; formerly known as NCI LLC), a limited partnership organized under the laws of the State of Delaware with an office and principal place of business at 40 Richards Avenue, Norwalk, Connecticut 06854 (the "Borrower"), and **WEBSTER BANK, NATIONAL ASSOCIATION** (formerly known as Webster Bank), a national banking association chartered under the laws of the United States of America with an office at 14 Bank Street, New Milford, Connecticut 06776 (the "Secured Party").

WHEREAS, Borrower, affiliates of Borrower, and Secured Party have entered into a certain Revolving Loan Agreement and Security Agreement (as amended from time to time, the "Loan Agreement") evidencing a certain revolving credit loan and certain term loans (collectively, the "Loans"); and

WHEREAS, pursuant to the Loan Agreement, Borrower and affiliates of Borrower have executed and delivered to Secured Party certain promissory notes to evidence the Loans (the "Notes"); and

WHEREAS, the Borrower is the sole and exclusive owner of the United States trademarks and trademark applications and all other corresponding trademarks and trademark applications in any states or foreign countries as set forth on Schedule A annexed hereto and made a part hereof (the "Trademark Rights"); and

WHEREAS, pursuant to the Loan Agreement, the Borrower has granted the Secured Party a security interest in, among other things, the Trademark Rights, on the terms and conditions set forth in the Loan Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Secured Party to make the Loan that the Borrower shall execute and deliver this Mortgage;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Loan Agreement, the Borrower hereby agrees with the Secured Party as follows:

1. The Borrower hereby grants to the Secured Party, its successors and assigns, on the terms and conditions set forth in the Loan Agreement, and as security for the Notes and the obligations and liabilities of the Borrower to the Secured Party under the Loan Agreement, the Notes and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of the Borrower's right, title, and interest in, to and under the Trademark Rights, together with (i) all reissues or extensions thereof and (ii) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties

under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted (hereinafter sometimes collectively referred to as the "Collateral").

2. The Borrower represents and warrants unto the Secured Party that the Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral.

3. The Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Trademark Rights.

4. The Borrower represents and warrants that the Trademark Rights are all the trademarks (domestic and foreign) used by the Borrower or in connection with its business.

5. The Borrower covenants and agrees with the Secured Party that, so long as this Mortgage shall remain in effect:

(a) The Borrower shall pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Trademark Rights and shall do all such other acts and things necessary for maintaining the Trademark Rights.

(b) The Borrower shall endeavor to detect and prevent any infringement of the Trademark Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Trademark Rights. The Borrower shall inform the Secured Party of any actual or suspected infringement of the Trademark Rights of which it has knowledge and of any action contemplated or taken by the Borrower in response to such infringement. The Secured Party shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Secured Party may reasonably determine to be required to enforce such Trademark Rights.

(c) The Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Trademark Rights and upon the validity and enforceability thereof. The Secured Party shall have the right, in consultation with the Borrower, to require the Borrower to take such action as the Secured Party may reasonably determine to be required to defend the Trademark Rights.

(d) The Borrower shall not, without the written consent of the Secured Party, permit the Trademark Rights to lapse or otherwise abandon the Trademark Rights.

(e) At any time and from time to time, the Borrower shall, upon the request of the Secured Party, execute and deliver such further documents and do such other acts and things as the Secured Party reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, upon the occurrence of an Event of Default (as defined in the Loan Agreement), to execute and deliver all documents necessary or advisable to record title to the Collateral in the Secured Party or its successors or assigns, including valid, recordable assignments of any or all of the Trademark Rights, and the Borrower does hereby irrevocably appoint the Secured Party, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts on behalf of the Borrower, its successors and assigns, and the Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Borrower authorizes Secured Party to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademark Rights hereunder.

7. Until the occurrence of an Event of Default (as defined in the Loan Agreement) and subject to the provisions of the Loan Agreement, the Secured Party hereby acknowledges the Borrower's exclusive right and license to use the Collateral for the Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit the Borrower to take any actions prohibited hereunder.

8. Notwithstanding anything to the contrary, nothing herein contained shall relieve the Borrower from the performance of any covenant, agreement or obligation on the Borrower's part to be performed under any license agreement now existing or hereafter executed by the Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on the Secured Party for the acts or omissions of the Borrower in connection with any such license or license agreement.

9. This Mortgage shall terminate upon written notice by the Secured Party to the Borrower that all of the obligations secured hereby have been fully paid and performed and, upon such termination, the mortgage and security interest in the Collateral shall be terminated and released by the Secured Party and the Secured Party shall promptly execute and deliver to the Borrower such documents or instruments as the Borrower may reasonably request of such termination and release.

10. This Mortgage shall be binding upon the Borrower, its successors, and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

11. This Mortgage may not be amended or modified except with the written consent of the Secured Party.

Signatures appear on the following page.

IN WITNESS WHEREOF, the Borrower and the Secured Party have caused this Mortgage to be executed by their respective officers thereunto duly authorized on the day and year first above written.

BORROWER:

NATURAL CHEMISTRY, L.P.

By: NCI Management LLC, its General Partner

By: 
Debra D. Gordon
Its Chief Financial Officer

SECURED PARTY:

WEBSTER BANK, NATIONAL ASSOCIATION

By: _____
Christopher R. Magnante
Its Vice President

Acknowledgments appear on the following page.

IN WITNESS WHEREOF, the Borrower and the Secured Party have caused this Mortgage to be executed by their respective officers thereunto duly authorized on the day and year first above written.

BORROWER:

NATURAL CHEMISTRY, L.P.

By: NCI Management LLC, its General Partner

By: _____
Debra D. Gordon
Its Chief Financial Officer

SECURED PARTY:

WEBSTER BANK, NATIONAL ASSOCIATION

By:  _____
Christopher R. Magnante
Its Vice President

Acknowledgments appear on the following page.

STATE OF CONNECTICUT }
 } ss. BRIDGEPORT
COUNTY OF FAIRFIELD }

On this the 31 day of JULY, 2015, before me, the undersigned officer, personally appeared Debra D. Gordon, who acknowledged herself to be the Chief Financial Officer of NCI Management LLC, the General Partner of Natural Chemistry, L.P., a Delaware limited partnership, and that she, as such officer of the General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the General Partner, by signing the name of the General Partner by herself as Chief Financial Officer.

In Witness Whereof I hereunto set my hand.

ANNETTE McNEIL
NOTARY PUBLIC, STATE OF CONNECTICUT
My Commission Expires May 31, 2018

Annette McNeil
Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT }
 } ss. New Milford
COUNTY OF FAIRFIELD }

On this the _____ day of _____, 2015, before me, the undersigned officer, personally appeared Christopher R. Magnante, who acknowledged himself to be a Vice President of Webster Bank, National Association, a national association, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the national association, by signing the name of the national association by himself as Vice President.

In Witness Whereof I hereunto set my hand.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT }
 }
COUNTY OF _____ } ss. _____

On this the _____ day of _____, 2015, before me, the undersigned officer, personally appeared Debra D. Gordon, who acknowledged herself to be the Chief Financial Officer of NCI Management LLC, the General Partner of Natural Chemistry, L.P., a Delaware limited partnership, and that she, as such officer of the General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of the General Partner, by signing the name of the General Partner by herself as Chief Financial Officer.

In Witness Whereof I hereunto set my hand.

Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT }
 }
COUNTY OF FAIRFIELD } ss. New Milford

On this the 24th day of August, 2015, before me, the undersigned officer, personally appeared Christopher R. Magnante, who acknowledged himself to be a Vice President of Webster Bank, National Association, a national association, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the national association, by signing the name of the national association by himself as Vice President.

In Witness Whereof I hereunto set my hand.



Notary Public
Commissioner of the Superior Court

SCHEDULE A

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	NATURAL CHEMISTRY	Registered	74/134,849	30-Jan-1991	1,745,391	12-Jan-2013
US	PHOSFREE	Registered	75/564,208	02-Oct-1998	2,582,644	18-Jun-2012
US	STARVER	Registered	74/634,364	05-Jun-1995	1,976,539	28-May-2006
US	ALGAE Break90	Registered	85/324,858	19-May-2011	4,083,231	10-Jan-2012
US	POOL PERFECT	Registered	85/324,935	19-May-2011	4,710,209	31-Mar-2015
US	INSTANT POOL WATER CONDITIONER	Registered	85/325,081	19-May-2011	4,159,302	12-Jun-2012
US	DE FLEA	Registered	85/325,143	19-May-2011	4,240,145	13-Nov-2012
US	COVER FREE	Registered	85/325,168	19-May-2011	4,077,062	27-Dec-2011
US	WE WATER EFFICIENT Stylized/Design)	Published	85/682,388	20-Jul-2012		
US	NATURAL CHEMISTRY & Design	Registered	85/538,452	09-Feb-2012	4,416,741	15-Oct-2013
US	SMARTzyme & Design	Published	85/682,398	20-Jul-2012		
US	ALGAE RISK INDEX & Design	Published	85/682,386	20-Jul-2012		
US	POOL QUALITY INDEX (Stylized/Design)	Published	85/682,377	20-Jul-2012		
US	HEALTHY POOL INDEX (Stylized/Design)	Pending	85/682,379	20-Jul-2012		
US	SALT SHOCK	Registered	78/957,426	22-Aug-2006	3,416,472	22-Apr-2008
US	ENJOY CLEAR PERFECT SOFT SILKY WATER (Stylized)	Suspended	85/803,082	14-Dec-2012		
US	BUG BREAKFREE	Registered	85/966,085	21-Jun-2013	4,558,753	01-Jul-2014
US	POOL MAGIC	Registered	85/874,762	13-Mar-2013	4,535,813	27-May-2014
US	NATURAL CHEMISTRY (Standard Characters/Woodmark)	Registered	85/874,652	13-Mar-2013	4,458,005	31-Dec-2013
US	SMARTZYME (Word Mark)	Published	85/917,472	29-Apr-2013		
US	PROZYME	Published	86/044,207	21-Aug-2013		
US	PRO ZYMES	Registered	86/392,277	11-Sep-2014	4,716,413	07-Apr-2015
US	PRO BLEND	Published	86/376,692	26-Aug-2014		

SCHEDULE A

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
US	PERFECT WEEKLY	Published	86/543,113	23-Feb-2015		
US	PERFECT	Published	86/418,426	08-Oct-2014		
US	TRIPLE ACTION	Published	86/418,444	08-Oct-2014		
US	CLEARIFY	Pending	86/543,455	23-Feb-2015		
US	CLEAR AID	Published	86/542,899	23-Feb-2015		
US	RESOLVE	Published	86/548,597	27-Feb-2015		
US	SWIM PUCKS	Published	86/548,573	27-Feb-2015		
US	SWIM STICKS	Published	86/548,568	27-Feb-2015		
US	SWIM TABS	Published	86/548,578	27-Feb-2015		
US	SWIM NOW	Published	86/548,585	27-Feb-2015		
US	SWIM LATER	Published	86/548,592	27-Feb-2015		
US	SWIM SOON	Published	86/548,600	27-Feb-2015		
US	CLEARIFY (Servicemark)	Published	86/547,436	26-Feb-2015		
US	CLEARIFY (Standard Characters)	Published	86/545,905	25-Feb-2015		
US	PRO SERIES	Pending	86/561,004	11-Mar-2015		
US	PRO SERIES (Stylized/Design)	Pending	86/561,102	11-Mar-2015		
US	PRO SERIES (Standard Characters)	Pending	86/561,171	11-Mar-2015		
US	ALAGE BREAK	Pending	86/568,418	18-Mar-2015		
US	SOAK SOON	Published	86/576,080	25-Mar-2015		
US	SOAK TABS	Published	86/576,143	25-Mar-2015		
US	SOAK NOW	Published	86/576,366	25-Mar-2015		