

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM357958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS RETIRING AGENT		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS SUCCESSOR AGENT		
Street Address:	500 West Monroe Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2435594	AQUATOPIA	
Registration Number:	2987909	DEFENDER	
Registration Number:	1833861	FLEXSOL 2000	
Registration Number:	3662430	QUIET-FLOW	
Registration Number:	3659823	HYDROMASTER	
Registration Number:	3634776	DRAIN THE DECK	
Registration Number:	2635643	G DRAIN THE DECK	
Registration Number:	3944612	SUPERGRIP	
Registration Number:	2203478	GRATE TECHNOLOGIES	
Registration Number:	3662431	LAWSON AQUATICS	
Registration Number:	2123164	G	
Registration Number:	2123356	FAST POOLS START AT THE SURFACE	
Registration Number:	4605230	PROSTRAINER	
Registration Number:	2135265	VORTISAND	
Registration Number:	3727008	OPTISAND	
Serial Number:	85607474	NEPTUNE-BENSON	
Serial Number:	86232409	VORTISAND H2F	

CH \$440.00 2435594

CORRESPONDENCE DATA**Fax Number:** 3129939767

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: 3129932647**Email:** zeynep.gieseke@lw.com**Correspondent Name:** Zeynep Gieseke**Address Line 1:** 330 N. Wabash Avenue, Suite 2800**Address Line 2:** Latham & Watkins LLP**Address Line 4:** CHICAGO, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	025646-0000
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	10/08/2015

Total Attachments: 11

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “GECC”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “Retiring Agent”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “Antares”), acting in its capacity as the successor administrative agent (in such capacity, the “Successor Agent”).

RECITALS:

WHEREAS, Neptune-Benson, LLC, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “Agreements”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on September 12, 2012 at Reel 4859, Frame 0392

Patent Security Agreement recorded with the United States Patent and Trademark Office on September 12, 2012 at Reel 028942, Frame 0292

Trademark Security Agreement recorded with the United States Patent and Trademark Office on January 14, 2015 at Reel 5441, Frame 0369

Patent Security Agreement recorded with the United States Patent and Trademark Office on January 14, 2015 at Reel 034709, Frame 0781

Trademark Security Agreement recorded with the United States Patent and Trademark Office on April 15, 2015 at Reel 5497, Frame 0836

Patent Security Agreement recorded with the United States Patent and Trademark Office on May 12, 2015 at Reel 035617, Frame 0393

EXHIBIT B

See attached

Trademark Registrations


REGISTERED TRADEMARKS AND SERVICE MARKS

Trademarks

Grantor	Trademark	Registration No. / Class	Date of Registration	Status	Jurisdiction
Neptune-Benson, LLC	AQUATOPIA	2435594 / 11	3/13/2001	Expired	U.S.
Neptune-Benson, LLC	DEFENDER	2987909 / 11	8/23/2005	Registered	U.S.
Neptune-Benson, LLC	FLEXSOL 2000	1833861 / 17	5/3/1994	Registered	U.S.
Neptune-Benson, LLC	QUIETFLOW	3,662,430	8/4/2009	Registered	U.S.
Neptune-Benson, LLC	HYDROMASTER	3,659,823	7/28/2009	Registered	U.S.
Neptune-Benson, LLC	DRAIN THE DECK	3,634,776	6/9/2009	Registered	U.S.
Neptune-Benson, LLC		2,635,643	10/15/2002	Registered	U.S.
Neptune-Benson, LLC	SUPERGRIP	3,944,612	4/12/2011	Registered	U.S.
Neptune-Benson, LLC		5801653	1/28/2010	Registered	China
Neptune-Benson, LLC	GRATE TECHNOLOGIES	5801654	1/28/2010	Registered	China

Service Marks

Grantor	Service Marks	Registration No. / Class	Date of Registration	Status	Jurisdiction
Neptune-Benson, LLC	GRATE TECHNOLOGIES	2,203,478	11/17/1998	Registered	U.S.
Neptune-Benson,	LAWSON AQUATICS	3,662,431	8/4/2009	Registered	U.S.

Grantor	Service Marks	Registration No. / Class	Date of Registration	Status	Jurisdiction
LLC					
Neptune-Benson, LLC		2,123,164	12/23/1997	Expired	U.S.
Neptune-Benson, LLC	FAST POOLS START AT THE SURFACE	2,123,356	12/23/1997	Expired	U.S.

TRADEMARK APPLICATIONS

Grantor	Trademark	Application No.	Application Date	Status	Jurisdiction
Neptune-Benson, LLC	NEPTUNE-BENSON	85607474	4/25/2012	Pending	U.S.

Patent Registrations

REGISTERED PATENTS

Grantor	Patent	Patent No.	Date of Issuance	Jurisdiction
Neptune-Benson, LLC	Pool grating and a method of installation	6,968,665	11/29/2005	U.S.
Neptune-Benson, LLC	Sump grate for a swimming pool	7,419,588	9/2/2008	U.S.

PATENT APPLICATIONS

Grantor	Patent	Application No.	Application Date	Jurisdiction
Neptune-Benson, LLC	Safety Grate Cover for a Swimming Pool	12/156,414	6/2/2008	U.S.
Neptune-Benson, LLC	Safety Grate Cover for a Swimming Pool (continuation-in-part of Application No. 12/156,414)	13/317,013	10/7/2011	U.S.
Neptune-Benson, LLC	Grating for a Swimming Pool	13/135,924	7/19/2011	U.S.

Trademark Registrations

REGISTERED TRADEMARK

Grantor	Trademark	Registration No. / Class	Date of Registration	Status	Jurisdiction
Neptune- Benson, LLC	PROSTRAINER	4605230 US Classes: 013 021 023 031 034	September 16, 2014	Active	USPTO

Patent Registrations

REGISTERED PATENTS

Grantor	Patent	Patent No.	Date of Issuance	Jurisdiction
Neptune-Benson, LLC	Fluid strainer assembly	7,282,142	October 16, 2007	USPTO
Neptune-Benson, LLC	Fluid strainer assembly	8,038,879	October 18, 2011	USPTO

Trademark Registrations

REGISTERED TRADEMARKS AND SERVICE MARKS

Trademarks

Grantor	Trademark	Registration No. / Class	Date of Registration	Status	Jurisdiction
Neptune- Benson, LLC	VORTISAND	2135265 / IC 011, 037, 042	February 10, 1998	Live	USPTO
Neptune- Benson, LLC	OPTISAND	3727008 / IC 011	December 22, 2009	Live	USPTO

Trademark Applications

Grantor	Trademark	Application No.	Application Date	Status	Jurisdiction
Neptune- Benson, LLC	VORTISAND H2F	86232409	March 26, 2014	Live	USPTO
Neptune- Benson, LLC	VORTISAND H2F	1645347	September 26, 2013	Advertised	Canada

Patent Registrations

REGISTERED PATENTS

None.

PATENT APPLICATIONS

Grantor	Patent	Application No.	Application Date	Jurisdiction
Neptune-Benson, LLC	MEDIA BED FILTERS FOR FILTERING FINE PARTICLES FROM A RAW LIQUID FLOW AND METHOD OF USING THE SAME	13/943,323	July 16, 2013	USPTO