

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400604

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquatic Co.		09/30/2016	Corporation: DELAWARE
Bootz Manufacturing Company, LLC		09/30/2016	Limited Liability Company: INDIANA
Clarion Bathware, Inc.		09/30/2016	Corporation: PENNSYLVANIA
The Praxis Companies, LLC		09/30/2016	Limited Liability Company: DELAWARE
Bathcraft, LLC		09/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as ADMINISTRATIVE Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	4573017	A2	
Registration Number:	4055762	AQUATIC	
Registration Number:	3791833	AQUATIC	
Registration Number:	4879244	DRIFTBATH	
Registration Number:	3745034	MOTIF	
Registration Number:	3778646	REAL LUXURY FOR REAL LIFE	
Registration Number:	3544336	SANTA CRUZ	
Registration Number:	3424974	SERENITY	
Serial Number:	85741138	SUPERCORE	
Registration Number:	4752272	DURACORE	
Registration Number:	3040959	B BOOTZ INDUSTRIES	
Registration Number:	3037934	BOOTZCAST	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	4027754	DURABRACE
Registration Number:	4675405	SHOWERCAST
Registration Number:	1865240	SYNIRON
Registration Number:	3927033	ULTRACAST
Registration Number:	4154884	EZ PIN
Registration Number:	3497753	INDEPENDENCE LINE
Registration Number:	1767358	AMERICAN WHIRLPOOL
Registration Number:	3902416	AQUARIUS
Registration Number:	3972200	AQUARIUS BATHWARE
Registration Number:	3902415	COMFORT DESIGNS
Registration Number:	3968186	COMFORT DESIGNS
Registration Number:	3717152	EASY BASE
Registration Number:	3930179	HAMILTON
Registration Number:	3972201	H HAMILTON BATHWARE
Registration Number:	3902414	PRAXIS
Registration Number:	3972198	PRAXIS
Registration Number:	4719396	SAFETY SUITE
Registration Number:	4719397	SAFETY SUITE
Registration Number:	4451324	LAUREL MOUNTAIN WHIRLPOOLS
Registration Number:	4922095	EASY BASE
Registration Number:	4908117	ASURA
Serial Number:	86830186	ACRYLX
Serial Number:	86892104	X ACRYLX
Serial Number:	87086411	ACRYLX
Serial Number:	87020178	HAMILTON

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	crs1-41394
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/

DATE SIGNED:	10/01/2016
Total Attachments: 9 source=41394#page1.tif source=41394#page2.tif source=41394#page3.tif source=41394#page4.tif source=41394#page5.tif source=41394#page6.tif source=41394#page7.tif source=41394#page8.tif source=41394#page9.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF9 Pharaoh Holdings LLC, a Delaware limited liability company (including its permitted successors, “Holdings”), and American Bath Group, LLC, a Delaware limited liability company (including its permitted successors, the “Borrower”) have entered into a Second Lien Credit Agreement, dated as of September 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement, dated as of September 30, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise,

including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending

applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the

Collateral and Liens securing any First Lien Obligations are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any First Lien Obligations the provisions of the Intercreditor Agreement shall prevail. As used in this Section 7, "First Lien Obligations" shall have the meaning given to such term in the Intercreditor Agreement.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

AQUATIC CO.

By: 

Name: Anthony Ricketts

Title: Chief Financial Officer

BOOTZ MANUFACTURING COMPANY,
LLC

By: 

Name: Anthony Ricketts

Title: Chief Financial Officer

THE PRAXIS COMPANIES, LLC

By: 

Name: Anthony Ricketts

Title: Chief Financial Officer

CLARION BATHWARE, INC.

By: 

Name: Anthony Ricketts

Title: Chief Financial Officer

BATHCRAFT, LLC

By: 

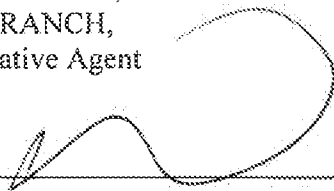
Name: Anthony Ricketts

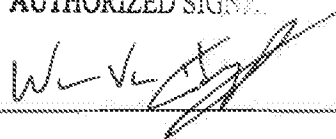
Title: Chief Financial Officer

[SECOND LIEN IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005889 FRAME: 0196

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Administrative Agent



By: 
Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY






By: 
Name:
Title: Warren Van Heyst
Authorized Signatory

[SECOND LIEN IP SECURITY AGREEMENT]

TRADEMARK
REEL: 005889 FRAME: 0197

TRADEMARKS

<u>Owner</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Expiration Date, if Applicable</u>
Aquatic Co.	A ²	Serial No. 85/747,835 Reg. No. 4,573,017	
Aquatic Co.	 AQUATIC	Serial No. 85/274,940 Reg. No. 4,055,762	
Aquatic Co.	AQUATIC	Serial No. 77/351,900 Reg. No. 3,791,833	
Aquatic Co.	DRIFTBATH	Serial No. 85/951,314 Reg. No. 4,879,244	
Aquatic Co.	MOTIF	Serial No. 77/174,086 Reg. No. 3,745,034	
Aquatic Co.	REAL LUXURY FOR REAL LIFE	Serial No. 77/386,481 Reg. No. 3,778,646	
Aquatic Co.	SANTA CRUZ	Serial No. 77/174,076 Reg. No. 3,544,336	Registered Renewal due 12/9/2018
Aquatic Co.	SERENITY	Serial No. 76/408,901 Reg. No. 3,424,974	Registered Renewal due 5/13/2018
Aquatic Co.	SUPERCORE	Serial No. 85/741,138	
Aquatic Co.	DURACORE	Serial No. 85/729,712 Reg. No. 4,752,272	
Bootz Manufacturing Company, LLC	 BOOTZ	Serial No. 78/510,092 Reg. No. 3,040,959	Registered Renewal due 1/10/2026
Bootz Manufacturing Company, LLC	BOOTZCAST	Serial No. 78/510,093 Reg. No. 3,037,934	Registered Renewal due 1/3/2026
Bootz Manufacturing Company, LLC	DURABRACE	Serial No. 85/047,763 Reg. No. 4,027,754	
Bootz Manufacturing Company, LLC	SHOWERCAST	Serial No. 86/316,190 Reg. No. 4,675,405	
Bootz Manufacturing Company, LLC	SYNIRON	Serial No. 74/325,681	Registered Renewal due

<u>Owner</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Expiration Date, if Applicable</u>
		Reg. No. 1,865,240	11/29/2024
Bootz Manufacturing Company, LLC	ULTRACAST	Serial No. 85/039,566 Reg. No. 3,927,033	Registered Renewal due 3/1/2021
Clarion Bathware, Inc.	E-Z PIN	Serial No. 85/175,505 Reg. No. 4,154,884	
Clarion Bathware, Inc.	INDEPENDENCE LINE	Serial No. 77/140,974 Reg. No. 3,497,753	Registered Renewal due 9/9/2018
The Praxis Companies, LLC	AMERICAN WHIRLPOOL	Serial No. 74/108,652 Reg. No. 1,767,358	Registered Renewal due 4/27/2023
The Praxis Companies, LLC	AQUARIUS	Serial No. 76/703,160 Reg. No. 3,902,416	
The Praxis Companies, LLC		Serial No. 76/703,157 Reg. No. 3,972,200	
The Praxis Companies, LLC	COMFORT DESIGNS	Serial No. 76/703,158 Reg. No. 3,902,415	
The Praxis Companies, LLC		Serial No. 76/703,156 Reg. No. 3,968,186	
Praxis Companies		Serial No. 77/770,965 Reg. No. 3,717,152	
The Praxis Companies, LLC	HAMILTON	Serial No. 76/703,161 Reg. No. 3,930,179	
The Praxis Companies, LLC		Serial No. 76/703,159 Reg. No. 3,972,201	
The Praxis Companies, LLC	PRAXIS	Serial No. 76/703,153 Reg. No. 3,902,414	
The Praxis Companies, LLC		Serial No. 76/703,152 Reg. No. 3,972,198	
The Praxis Companies, LLC	SAFETY SUITE	Serial No. 86/333,264 Reg. No. 4,719,396	
The Praxis Companies, LLC	<i>Safety Suite</i>	Serial No. 86/333,282 Reg. No. 4,719,397	
Bathcraft, LLC	Laurel Mountain Whirlpool	Serial No. 85/922,654	

<u>Owner</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Expiration Date, if Applicable</u>
		Reg No. 4,451,324	
The Praxis Companies, LLC	Easy Base	Serial No. 86/658,069 Reg. No. 4,922,095	
The Praxis Companies, LLC	Easy Base	Serial No. 77/770,965 Reg. No. 3,717,152	
The Praxis Companies, LLC	Asura	Serial No. 86/690,050 Reg. No. 4,908,117	
The Praxis Companies, LLC	Acrylx	Serial No. 86/830,186	
The Praxis Companies, LLC	Acrylx	Serial No. 86/892,104	
The Praxis Companies, LLC	Acrylx	Serial No. 87/086,411	
The Praxis Companies, LLC	Hamilton	Serial No. 87/020/178	