

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PoolPak, LLC		11/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4911949	POOLPAK	
Registration Number:	4849163	ELECTRO-GUARD	
Registration Number:	4849162	VIRTUAL-TECH	
Registration Number:	2650410	CLIMATEPAK	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049018-0044		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/01/2016		
Total Attachments: 6			
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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of November 1, 2016, by PoolPak, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BNP PARIBAS, as Administrative Agent for and representative of (in such capacity, “**Secured Party**”) the Beneficiaries. Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Pursuant to the Amended and Restated Credit Agreement, dated as of August 1, 2016 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and between Roberts Gordon LLC, a Delaware limited liability company (the “**Company**”), the financial institutions listed therein (the “**Lenders**”), and BNP Paribas, as Administrative Agent, Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Lender Swap Agreements with one or more Swap Counterparties in accordance with the terms of the Credit Agreement, and it desired that the obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of the Company to make payments thereunder in the event of early termination thereof, together with all obligations of Company under the Credit Agreement and the other Loan Documents, be secured under the Security Agreement and this Grant of Trademark Agreement;

WHEREAS, the Grantor has executed and delivered that certain Counterpart to Subsidiary Guaranty, dated as of the date hereof, pursuant to which the Grantor has become a Guarantor under that certain Subsidiary Guaranty dated as July 1, 2014 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which the Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, the Grantor has executed and delivered that certain Counterpart to Security Agreement, dated as of the date hereof, pursuant to which the Grantor has become a grantor under that certain Security Agreement, dated as of July 1, 2014 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, and pursuant to which the Grantor has granted to the Secured Party a security interest in and to the Collateral, including the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement,

to evidence further the security interest granted by the Grantor to Secured Party pursuant to the Security Agreement, the Grantor hereby grants to Secured Party a security interest in all of the Grantor's right, title and interest in and to the following, in each case, whether now owned or hereafter acquired (the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (owned by the Grantor, or hereafter adopted and used, in its business, including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"),

(ii) all registrations and applications for registration of Trademarks that have been or may hereafter be issued or applied for in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "**Trademark Registrations**"),

(iii) all common law and other rights in and to Trademarks in the United States and any state thereof and in foreign countries,

(iv) all goodwill of the business symbolized by and associated therewith; and

(v) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include, nor shall Grantor be deemed to have granted a security interest in any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark Registration shall automatically become part of the Trademark Collateral and the security interest granted hereunder.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW


YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES, WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Grant of Trademark Security Interest may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date hereof.

POOLPAK, LLC

By: 
Name: Richard Jasiura
Title: Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]

TRADEMARK
REEL: 005912 FRAME: 0887

Accepted and Agreed:

BNP PARIBAS,
as Administrative Agent, as Secured Party

By: 
Name: Charles Korman
Title: Director

By: 
Name: Yung Wu
Title: Vice President

[SIGNATURE PAGE TO GRANT OF TRADEMARK SECURITY INTEREST]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
POOLPAK, LLC	POOLPAK	4,911,949	March 8, 2016
POOLPAK, LLC	ELECTRO-GUARD	4,849,163	November 10, 2015
POOLPAK, LLC	VIRTUAL-TECH	4,849,162	November 10, 2015
POOLPAK, LLC	CLIMATEPAK	2,650,410	November 12, 2002