

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ING Bank N.V., London Branch		12/20/2016	Bank: NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COVER-POOLS INCORPORATED		
<b>Street Address:</b>	66 East 3335 South		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84115		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2032336	COVER POOLS	
<b>Registration Number:</b>	3682566	COVER POOLS	
<b>Registration Number:</b>	1117724	COVER-POOLS	
<b>Registration Number:</b>	1117723	SAVE-T	
<b>Registration Number:</b>	1491180	STEP-SAVER	
<b>Registration Number:</b>	2090706	YOU CAN STAND ON OUR REPUTATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	460400-30		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	01/10/2017		

CH \$165.00 2032336

**Total Attachments: 5**

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**Trademark Release**

This Trademark Release is executed as of December 20, 2016 (the "Release"), by **ING BANK N.V., LONDON BRANCH**, as Security Agent for the Secured Parties (the "Security Agent"), for the benefit of **COVER -POOLS INCORPORATED** (the "Grantor").

**WITNESSETH:**

WHEREAS, pursuant to an Intellectual Property Security Agreement dated as of June 13, 2014 (the "IP Security Agreement"; any capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the IP Security Agreement) between the Grantor and the Security Agent, which IP Security Agreement was recorded in the U.S. Patent and Trademark Office on June 30, 2014 at Reel 5311, Frame 0959, the Grantor has granted a security interest in its right, title and interest in and to the trademarks set forth on Schedule 1 hereto (the "Trademarks") to the Security Agent, for the benefit of the Secured Parties.

WHEREAS, in connection with the satisfaction and discharge of the Secured Obligations, the Security Agent (acting on behalf of the Secured Parties) has agreed to release the security interests created under the IP Security Agreement on the terms and conditions set forth in that certain Deed of Release dated as of December 20, 2016, between the Security Agent, the Grantor and certain other parties thereto.

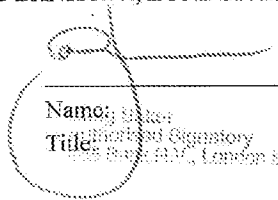

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent (acting on behalf of the Secured Parties), hereby terminates, releases and discharges the entirety of its security interest in the Trademarks, and any right, title or interest the Security Agent may have in, to or under the Trademarks shall hereby cease and become void.

The Security Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Patents contemplated hereby.

This Release shall be governed by and construed in accordance with the 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 conflict of laws principles that would require application of another law. This Release will be binding upon and inure to the benefit of each party and its successors and assigns.

**ING BANK N.V., LONDON BRANCH**

By

	
Name: <u>Andrew Brookes</u>	Andrew Brookes
Title: <u>Authorized Signatory</u>	Authorized Signatory
<u>ING Bank N.V., London Branch</u>	<u>ING Bank N.V., London Branch</u>

Acknowledged and agreed:

**COVER - POOLS INCORPORATED**

By \_\_\_\_\_

Name:

Title:

Trademark Release

**TRADEMARK**  
**REEL: 005963 FRAME: 0504**

Schedule 1

Trademarks



[See Attached]

Trademark Release

**TRADEMARK**  
**REEL: 005963 FRAME: 0505**

**TRADEMARK REGISTRATIONS**

(G) REGISTERED TRADEMARKS

Mark	Reg. No. or Application No.	Registration Date
 COVER POOLS (& Design)	2032336	1/21/1997
 COVER POOLS (& Design)	3682566	9/15/2009
COVER-POOLS	1117724	5/8/1979
SAVE-T	1117723	5/8/1979
STEP-SAVER	1491180	6/7/1988
YOU CAN STAND ON OUR REPUTATION	2090706	8/29/1997

(H) TRADEMARK APPLICATIONS

Name of Agreement	Parties	Date
N/A	N/A	N/A

(I) TRADEMARK LICENSES

Name of	Parties	Date
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Agreement		
N/A	N/A	N/A