TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MAAX US Corp.		01/27/2017	Corporation: 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: 24

Property Type	Number	Word Mark
Registration Number:	3789096	RELEASE
Registration Number:	3203792	THERMAZONE
Registration Number:	3936273	AROMASCENTS
Registration Number:	3187905	URBAN
Registration Number:	3179409	E·Z PLUMB
Registration Number:	1889784	AKER
Registration Number:	4232746	ADVANTA BY MAAX
Registration Number:	2932964	AKER
Registration Number:	2361106	BACKMAX
Registration Number:	2039952	PEARL
Registration Number:	3729088	PEARL BATHS
Registration Number:	2709405	STEAMAX
Registration Number:	3323545	THERMAX
Registration Number:	2808470	HYDROMAX
Registration Number:	3304562	HYDROSENS
Registration Number:	2952871	MAAX
Registration Number:	2093986	MAAX
Registration Number:	3106206	MAAX COLLECTION

OP $615.00 3789096

Property Type	Number	Word Mark
Registration Number:	3072826	HYDROFEEL
Registration Number:	2033434	
Registration Number:	2308803	BODYWRAP SYSTEM
Registration Number:	2349393	SOUVENIR
Registration Number:	2247002	TRUE WHIRLPOOL
Serial Number:	75246312	TRUE WHIRLPOOL

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750
Email: ipteam@nationalcorp.com
Correspondent Name: Darlena Bari Stark
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F168066 Second Lien
NAME OF SUBMITTER:	RACHEL KLEIN
SIGNATURE:	/RACHEL KLEIN/
DATE SIGNED:	01/30/2017

Total Attachments: 11
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by MAAX US Corp. (the "Grantor") 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 with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent (as amended by the First Amendment referred to below, and as further amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), as amended by that certain First Amendment, dated as of January 23, 2017 (as amended, supplemented or otherwise modified from time to time, the "First Amendment"), among the Borrower, Holdings, the guarantors party thereto, the lenders party thereto from time to time 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 First Amendment that the Grantor shall have executed and delivered an assumption agreement to 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 assumption agreement to the Guarantee and Collateral Agreement and the First Amendment, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's 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 Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the 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 the 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 the 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 the 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

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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 the 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. The 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

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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]

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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.

MAAX US CORP.

By: _____
Name: Mark A. Gold
Title: President

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name: Robert Hetu
Title: Authorized Signatory

By: _____
Name: Warren Van Heyst
Title: Authorized Signatory

COPYRIGHTS

Owner	**Copyright**	**Registration No.**	**Expiration Date, if Applicable**
MAAX US Corp.	The Professional Whirlpool Made Beautiful for the Home	TX 2-232-770	
MAAX US Corp.	Luxury and Classics Brochures and Instructions	TX 780-999	
MAAX US Corp.	The best whirlpool anywhere!	TX 780-976	

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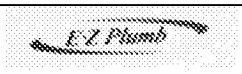
TRADEMARKS

Owner	**Trade Mark**	**Registration No.**	**Expiration Date, if Applicable**
MAAX US Corp.	RELEASE	Serial No. 77/367,164 Reg. No. 3,789,096	Renewal due 5/18/2020
MAAX US Corp.	THERMAZONE	Serial No. 78/833,405 Reg. No. 3,203,792	Renewal due 1/30/2017
MAAX US Corp.	AromaScents	Serial No. 77/776,392 Reg. No. 3,936,273	Decl. of Use due 3/29/2017
MAAX US Corp.	URBAN	Serial No. 78/364,781 Reg. No. 3,187,905	Renewal due 12/19/2016
MAAX US Corp.		Serial No. 78/582,813 Reg. No. 3,179,409	Renewal due 12/5/2016
MAAX US Corp.	AKER	Serial No. 74/365,139 Reg. No. 1,889,784	Renewal due 4/18/2025
MAAX US Corp.	ADVANTA BY MAAX & Design	Serial No. 85/481,727 Reg. No. 4,232,746	Decl. of Use due 10/30/2018
MAAX US Corp.		Serial No. 78/342,595 Reg. No. 2,932,964	Renewal due 3/15/2025
MAAX US Corp.	BACKMAX	Serial No. 75/388,867 Reg. No. 2,361,106	Renewal due 6/27/2020
MAAX US Corp.		Serial No. 74/726,669 Reg. No. 2,039,952	Renewal due 2/25/2017
MAAX US Corp.	PEARL BATHS	Serial No. 77/385,651 Reg. No. 3,729,088	Renewal due 12/22/2019

Owner	Trade Mark	Registration No.	Expiration Date, if Applicable
MAAX US Corp.	STEAMAX	Serial No. 78/100,896 Reg. No. 2,709,405	Renewal due 4/22/2023
MAAX US Corp.	THERMAX	Serial No. 77/111,514 Reg. No. 3,323,545	Renewal due 10/30/2017
MAAX US Corp.	HYDROMAX	Serial No. 78/100,858 Reg. No. 2,808,470	Renewal due 1/27/2024
MAAX US Corp.	HYDROSENS	Serial No. 78/878,710 Reg. No. 3,304,562	Renewal due 10/2/2017
MAAX US Corp.	MAAX	Serial No. 78/055,397 Reg. No. 2,952,871	Renewal due 5/17/2025
MAAX US Corp.		Serial No. 74/570,385 Reg. No. 2,093,986	Renewal due 9/9/2017
MAAX US Corp.	MAAX COLLECTION (Stylized)	Serial No. 78/541,275 Reg. No. 3,106,206	Renewal was due 6/20/2016; grace period ended 12/20/2016
MAAX US Corp.	HYDROFEEL	Serial No. 78/447,420 Reg. No. 3,072,826	Renewal due 3/28/2026
MAAX US Corp.		Serial No. 74/701,895 Reg. No. 2,033,434	Renewal due 1/28/2017
MAAX US Corp.		Serial No. 75/534,794 Reg. No. 2,308,803	Renewal due 1/18/2020
MAAX US Corp.	SOUVENIR	Serial No. 75/508,703 Reg. No. 2,349,393	Renewal due 5/16/2020
MAAX US Corp.	TRUE WHIRLPOOL	Serial No. 75/246,312	Renewal due 5/25/2019

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Owner	**Trade Mark**	**Registration No.**	**Expiration Date, if Applicable**
		Reg. No. 2,247,002	

PATENTS

Registered Owner	**Title**	**Registration or Application Number**	**Expiration Date (if applicable)**
MAAX US Corp.	Method for Mounting a Recessed Micro Jet in a Whirlpool Bath and a Kit Therefor	Appl. No. 10/700,595 Patent No. 7,127,751	Expires 11/5/2023 Maint. fee due by 5/1/2018
MAAX US Corp.	Shower	Appl. No. 29/285,561 Patent No. D571,441	Expires 6/17/2022
MAAX US Corp.	Bathtub	Appl. No. 29/220,151 Patent No. D524,926	Expires 7/11/2020
MAAX US Corp.	Bathtub	Appl. No. 29/223,912 Patent No. D527,083	Expires 8/22/2020
MAAX US Corp.	Bathtub	Appl. No. 29/223.911 Patent No. D527,082	Expires 8/22/2020
MAAX US Corp.	Bathtub	Appl. No. 29/302,386 Patent No. D587,792	Expires 3/3/2023
MAAX US Corp.	Shower	Appl. No. 29/220,130 Patent No. D523,124	Expires 6/13/2020
MAAX US Corp.	Bathtub	Appl. No. 29/223,910 Patent No. D526,054	Expires 8/1/2020
MAAX US Corp.	Bathtub	Appl. No. 29/321,408 Patent No. D605,743	Expires 12/8/2023
MAAX US Corp.	Shower	Appl. No. 29/220,150 Patent No. D544,585	Expires 6/12/2021
MAAX US Corp.	Bathtub	Appl. No. 29/302,387 Patent No. D581,500	Expires 11/25/2022
MAAX US Corp.	Bathtub	Appl. No. 29/164,882 Patent No. D483,444	Expires 12/9/2017

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