# OP \$715.00 221586

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM421542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
S.R. SMITH, LLC		03/27/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	CHAMPLAIN CAPITAL PARTNERS II, L.P., as Collateral Agent				
Street Address: c/o Champlain Capital Management, LLC					
Internal Address:	1 Post Street, Suite 925				
City:	San Francisco				
State/Country:	CALIFORNIA				
Postal Code:	94104				
Entity Type:	Limited Partnership: DELAWARE				

### **PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	2215869	PAL PORTABLE AQUATIC LIFT
Registration Number:	3722835	AXS
Registration Number:	4405877	SPLASH!
Registration Number:	4377923	LIFTOPERATOR
Registration Number:	3295947	SEALEDSTEEL
Registration Number:	3295948	WETTRACTION
Registration Number:	3930361	S.R. SMITH
Registration Number:	4566847	S.R. SMITH
Registration Number:	4346803	TYPHOON
Registration Number:	4346810	VORTEX
Registration Number:	4346804	TURBOTWISTER
Registration Number:	5013159	HELIX
Registration Number:	4405878	ROCKSOLID
Registration Number:	5009468	POOLLUX
Registration Number:	4824932	TREO
Registration Number:	4784725	SALT POOL FRIENDLY NACL
Registration Number:	1500428	FIBERSTARS
Registration Number:	3051268	JAZZ
		TRADEMARK

900400259 REEL: 006021 FRAME: 0217

Property Type	Number	Word Mark
Registration Number:	1904331	BRITEPAK
Registration Number:	1905553	STAR GLO
Registration Number:	1978823	FIBERSTIX
Registration Number:	1898069	FIBERTWIST
Registration Number:	1501227	F
Serial Number:	87351316	BIG RIDE
Serial Number:	87176750	KELO
Serial Number:	87071041	SWIMWALL SYSTEM
Serial Number:	87059376	SPLASHSWITCH
Serial Number:	86752034	SENTRY

### **CORRESPONDENCE DATA**

**Fax Number:** 8669593484

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:** 2128082700

Email:rizzosd@pepperlaw.comCorrespondent Name:PEPPER HAMILTON LLPAddress Line 1:620 EIGHTH AVENUE

Address Line 2: 37TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	138843.23
NAME OF SUBMITTER:	Samantha Rizzo
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	03/29/2017

### **Total Attachments: 13**

source=Patent and Trademark Security Agreement - NPA S.R. Smith#page1.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page2.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page3.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page4.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page5.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page6.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page7.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page8.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page9.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page10.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page11.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page12.tif source=Patent and Trademark Security Agreement - NPA S.R. Smith#page13.tif

### PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "<u>Agreement</u>"), dated as of March 27, 2017, is made by and between S.R. Smith, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), having a business location at the address set forth below next to its signature, and Champlain Capital Partners II, L.P., as Collateral Agent ("<u>Agent</u>"), having a business location at the address set forth below next to its signature.

### Recitals

- A. SRS Holdco, LLC, a Delaware limited liability company ("<u>Holdings</u>"), is party to that certain Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Note Purchase Agreement</u>"), among Holdings and the Purchasers from time to time party thereto (the "<u>Purchasers</u>").
- B. It is a condition precedent to the obligation of the Purchasers to purchase the Notes (as defined in the Note Purchase Agreement) under the Note Purchase Agreement that the Grantor enter into that certain Guaranty and Security Agreement, dated as of the date hereof, for the benefit of the Purchasers (as amended, supplemented or restated from time to time, the "Security Agreement"), under which Security Agreement the Grantor has granted a security interest in substantially all of its now existing or hereafter acquired personal property to secure its respective obligations now or hereafter owing to the Purchasers.

As a condition to purchasing the Notes, Purchasers have required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from Holdings thereunder, the Grantor hereby agrees with the Agent as follows:

- 1. <u>Definitions</u>. All terms defined in the Recitals hereto that are not otherwise defined herein shall have the meanings given to them in the Note Purchase Agreement or Security Agreement, as applicable. In addition, the following terms have the meanings set forth below:
  - "Material Intellectual Property" means Patents and Trademarks owned by or licensed to Grantor and material or necessary to the conduct of Grantor's business.
  - "Patents" means all of Grantor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

- "Trademarks" means all of Grantor's right, title and interest in and to:
  (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.
- 2. <u>Security Interest</u>. Grantor hereby irrevocably pledges and assigns to, and grants Agent a security interest (the "<u>Security Interest</u>") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Secured Obligations, other than any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement is accepted by the United States Patent and Trademark Office). As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.
- 3. <u>Representations, Warranties and Agreements</u>. Grantor represents, warrants, and agrees as follows:
  - (a) **Existence**; **Authority.** Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and this Agreement has been duly and validly authorized by all necessary limited liability company action on the part of Grantor.
  - Grantor as of the date hereof, or to which Grantor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Grantor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Grantor shall provide Agent with updated information with respect to such Patents no less frequently than quarterly (on such dates as reasonably requested by Agent), and any such updated information may be added by Agent to Exhibit A hereto and shall become part of this Agreement.
  - (c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Grantor's business(es). If after the date hereof, Grantor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to

Grantor's business(es)), or if <u>Exhibit B</u> ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall provide Agent with updated information with respect to such Trademarks no less frequently than quarterly (on such dates as reasonably requested by Agent), and any such updated information may be added by Agent to <u>Exhibit B</u> hereto and shall become part of this Agreement.

- (d) **Affiliates**. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Grantor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Grantor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Grantor; or (ii) notify Agent of such item(s) and cause such Affiliate to execute and deliver to Agent a patent and trademark security agreement substantially in the form of this Agreement.
- (e) **Title.** Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Grantor (i) will have, at the time Grantor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) **No Sale.** Grantor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Agent's prior written consent (and, if there is no existing Event of Default, such Consent shall not to be unreasonably withheld, conditioned or delayed), except (i) as permitted in the Note Purchase Agreement, the Intercreditor Agreement or the Security Agreement (if any), or (ii) Grantor may abandon or discontinue any Patent or Trademark that is not Material Intellectual Property (and so long as such abandonment or discontinuance does not have an adverse effect on the value of any collateral that has been included in the Borrowing Base).
- (g) **Defense.** Grantor will at its own expense and using commercially reasonable efforts, protect and defend the material Intellectual Property against all claims or demands of all Persons other than those holding Permitted Liens.
- (h) Maintenance. Grantor will at its own expense maintain the material Intellectual Property to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Material Intellectual Property, nor fail to file any required affidavit or renewal in support thereof, without first providing Agent: (i) sufficient written notice, of at least 10 days, to allow Agent to timely pay any such maintenance fees or annuities which may become due on any Material Intellectual Property, or to file any affidavit or renewal with respect

thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary.

- (i) Agent's Right to Take Action. If Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Agent gives Grantor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Grantor notifies Agent that it intends to abandon any Material Intellectual Property, Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Agent's option, in Agent's own name) and may (but need not) take any and all other actions which Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantor shall pay Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Agent in connection with or as a result of Agent's taking action under <u>subsection (i)</u> or exercising its rights under <u>Section 6</u>, together with interest thereon from the date expended or incurred by Agent at the Default Rate.
- (k) **Power of Attorney.** To facilitate Agent's taking action under subsection (i) and exercising its rights under <u>Section 6</u>, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Agent, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 3, or, necessary for Agent, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Secured Obligations (other than any unasserted contingent indemnification obligations).
- 4. <u>Grantor's Use of the Patents and Trademarks</u>. Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

- 5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Note Purchase Agreement, shall occur; or (b) Grantor shall fail promptly to observe or perform any covenant or agreement in this Agreement binding on it; or (c) any of the representations or warranties contained in Section 3 of this Agreement shall prove to have been incorrect in any material respect when made.
- 6. <u>Remedies</u>. Upon the occurrence of an Event of Default and at any time thereafter, Agent may, at its option, take any or all of the following actions:
  - (a) Agent may exercise any or all remedies available under the Note Purchase Agreement and the Security Agreement.
  - (b) Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
  - (c) Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Agent shall commence any suit for such enforcement, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement.
- Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Agent. A waiver signed by Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Agent's rights or remedies. All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Grantor or Agent under this Agreement shall be given in the manner and with the effect provided in the Note Purchase Agreement. Agent shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Agent, and Grantor waives notice of Agent's acceptance hereof. Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Grantor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement until the full and final payment and satisfaction and

discharge of all Secured Obligations (other than any unasserted contingent indemnification obligations) and termination of the credit facility provided by Agent to Grantor.

# 8. <u>CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER;</u> <u>ARBITRATION</u>.

- (a) <u>CHOICE OF LAW</u>. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING UNDER THIS AGREEMENT OR RELATED TO THIS AGREEMENT AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.
- (b) VENUE. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH PARTY TO THIS AGREEMENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).
- (c) JURY TRIAL WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH, A "CLAIM"). EACH PARTY TO THIS AGREEMENT REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
- (d) <u>LIMITATION ON DAMAGES</u>. NO CLAIM MAY BE MADE BY ANY PARTY AGAINST ANY OTHER PARTY, OR ANY AFFILIATE THEREOF OR ANY

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DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT, OMISSION, OR EVENT OCCURRING IN CONNECTION HEREWITH, AND EACH PARTY HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

9. <u>Subject to Intercreditor Agreement</u>. Notwithstanding anything herein to the contrary, this Agreement, the lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent 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, the provisions of the Intercreditor Agreement shall control.

[signatures on next page]

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

S.R. Smith, LLC 1017 SW Berg Parkway Canby, OR 97013

Attn: Mike DeDona, CFO

S.R. SMITH, LLC

Dennis Leary, Vice President

Champlain Capital Partners II, L.P. c/o Champlain Capital Management, LLC 1 Post Street (Suite 925)
San Francisco, CA 94104

CHAMPLAIN CAPITAL PARTNERS II, L.P.

By: Champlain Capital Investors II, LLC, its

general partner

By:

Dennis Leary, Manager and Member

[Signature page to Patent and Trademark Security Agreement]

# EXHIBIT A

# $\underline{PATENTS}$

Patents and Patent	Description	Patent Number	Filed Date	Patent Issue Date
Applications	Pool video safety, security and intrusion surveillance and monitoring			
US Patent	system	7,724,133	7/27/2007	5/25/2010
US Patent	Aquatic Lifting Device	5,790,995	6/10/1997	8/11/1998 (expites 6/19/2017)
US Patent	Pool Measurement Tool, System and Method	7,849,606	1/17/2008	12/14/2010
US Patent	Starting Platform Wedge Assembly	7,543,415	8/17/2005	6/9/2009
US Patent	Starting Platform Wedge Anchor Assembly	8,661,767	10/10/2011	3/4/2014
US Patent	Starting Platform Wedge Anchor Assembly	8,033,077	5/15/2009	10/11/2011
US Patent	Swimming pool LED lighting system and method using proprietary frequency-shift keying over 2- wire power cord	9,100,999	1/24/2014	8/4/2015
	Lighting devices employing class- E power amplifier for inductive power and data transfer in high-moisture			
US Patent	operating	9,544,964	4/29/2016	1/10/2017

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	environments			
US Patent	Water slide with spray fountain delivery system	9,192,866	1/27/2014	11/24/2015
US Design Patent	Diving Board	D573,681	7/27/2006	7/22/2008
US Design Patent	Diving Board	D588,671	7/27/2006	3/17/2009
US Design Patent	Swimming Pool Seating	D561,909	7/26/2006	2/12/2008
US Design Patent	Water Slide	D703,782	1/28/2013	4/29/2014
US Design Patent	Water Slide	D760,856	5/5/2015	7/5/2016
US Design Patent	Water Slide	D731,018	3/18/2014	6/2/2015
US Design Patent		D706,448	1/17/2013	6/3/2014
US Design Patent		D706,449	1/17/2013	6/3/2014
US Design Patent	Handrail	D706,450	1/17/2013	6/3/2014
US Design Patent	Stair Rail	D706,452	7/31/2013	6/3/2014
US Design Patent	Handrail	D706,451	7/31/2013	6/3/2014
US Design Patent	Handrail	D706,449	1/17/2013	6/3/2014
Pending U.S. Design Application	True Tread diving board	Appl. No. 29/575,190	8/23/2016	N/A
Pending U.S. Utility application	True Tread diving board	Appl. No. 62/403,871	10/4/2016	
Pending International Patent - Patent Application Treaty	Lighting devices employing class- E power amplifier for inductive power and data transfer in high-moisture operating environments	PCT/US16/30284	4/29/2016	
Pending US Reissue Design Application	Handrail	Appl. No. 29/566,813	6/2/2016	

Pending US				
Reissue Design				
Application	Handrail	Appl. No. 29/515,597	1/23/2015	

Patents and Patent Applications	Description	Patent Number	Filed Date	Patent Issue Date
European Patent		EP 0 819 416 B1	7/2/1997	10/8/2003
German Patent		597 10 827.7	7/2/1997	8/27/2004
UK Design Registration	Pool Hoist	4011566	6/18/2009	10/6/2009

# EXHIBIT B

# $\underline{Trademarks}$

Registered Trademarks and Trademark Applications	Registrar	Description	Serial Number	Trademark Registration Number	Filed Date	Trademark Registration Date
US Trademark	USPTO	PAL PORTABLE AQUALIFT & Design	75293935	2,215,869	5/19/1997	1/5/1999
US Trademark	USPTO	AXS	77200003	3,722,835	6/7/2007	12/8/2009
US Trademark	USPTO	Splash!	85/754,631	4405877	10/15/2012	9/24/2013
US Trademark	USPTO	LiftOperator	85/754,643	4377923	10/15/2012	7/30/2013
US Trademark	USPTO	SealedSteel	78946896	3,295,947	8/7/2006	9/18/2007
US Trademark	USPTO	Wettraction	78946902	3,295,948	8/7/2006	9/18/2007
US Trademark	USPTO	S.R. Smith	77123331	3,930,361	3/6/2007	3/15/2011
US Trademark	USPTO	S.R.Smith (logo)	86041288	4,566,847	8/19/2013	7/15/2014
US Trademark	USPTO	Typhoon	85/754,558	4346803	10/15/2012	6/4/2013
US Trademark	USPTO	Vortex	85/754,604	4346810	10/15/2012	6/4/2013
US Trademark	USPTO	TurboTwister	85/754,572	4346804	10/15/2012	6/4/2013
US Trademark	USPTO	heliX	85/754,624	5013159	10/15/2012	8/2/2016
US Trademark	USPTO	RockSolid	85/754,648	4405878	10/15/2012	9/24/2013
US Trademark	USPTO	PoolLUX	86733407	5009468	8/21/2015	7/26/2016
US Trademark	USPTO	TREO	86320672	4824932	6/25/2014	10/6/2015
		SALT POOL FRIENDLY				
US Trademark	USPTO	Nacl& Design	86413257	4784725	10/2/2014	8/4/2015
FIBERSTARS ACQUIRED TRADEMARKS						
US Trademark	USPTO	Fiberstars	73700028	1500428	12/10/1987	8/16/1988
US Trademark	USPTO	Jazz	76173712	3051268	11/28/2000	1/24/2006

Registered Trademarks and Trademark Applications	Registrar	Description	Serial Number	Trademark Registration Number	Filed Date	Trademark Registration Date
US Trademark	USPTO	Britepak	74538545	1904331	6/16/1994	7/11/1995
US Trademark	USPTO	Star Glo	74546077	1905553	6/30/1994	7/18/1995
US Trademark	USPTO	Fiberstix	74534957	1978823	6/8/1994	6/4/1996
US Trademark	USPTO	Fibertwist	74426767	1898069	8/18/1993	6/6/1995
US Trademark	USPTO	F (Design Mark)	73700050	1501227	12/10/1987	8/23/1988
Canada	CA PTO	Fiberstars	608423	TMA363337	6/3/1988	11/10/1989
Mexico	MX PTO	Fiberstars	M42917	356610	6/1/1988	6/1/1988
Australia	AU PTO	Fiberstars	487810	487810	5/25/1988	5/25/1988
EU	EUIPO	Maxcore	2187672	2187672	4/23/2001	4/23/2001
Switzerland	СН РТО	F Fiberstars (design)	03757	P-367018	12/12/1988	12/12/2008
EU	EUIPO	Fiberstars System 2000	818344	818344	5/7/1998	5/7/1998
PENDING TRADEMARKS						
US Trademark	USPTO	BIG RIDE	87351316		2/27/2017	
US Trademark	USPTO	KELO	87176750		9/9/2016	
US Trademark	USPTO	SWIMWALL SYSTEM	87071041		6/14/2016	
US Trademark	USPTO	SPLASHSWITCH	87059376		6/3/2016	
US Trademark	USPTO	SENTRY	86752034		9/9/2015	
AUTrademark	AU PTO	SWIMWALL SYSTEM	1815557		12/14/2016	

**RECORDED: 03/29/2017**