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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.207/11/2017
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ETAS ID: TM434498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunbelt Pool Products, LLC		07/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: ENGLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2621616	RIGHT STUFF	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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>			
Phone:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	91497.00007 ABL		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	07/11/2017		
Total Attachments: 6			
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Limited Liability Company

CH \$40.00 2621616

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TRADEMARK
REEL: 006109 FRAME: 0749

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 10, 2017 (this “Agreement”), by Sunbelt Pool Products, LLC, a Delaware limited liability company (the “Grantor”), in favor of Barclays Bank PLC (“Barclays”), as administrative agent for the Secured Parties (the “Administrative Agent”).

Reference is made to that certain US ABL Pledge and Security Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain ABL Credit Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “ABL Credit Agreement”), by and among, *inter alios*, Kronos Acquisition Intermediate Inc., a Delaware corporation, as Holdings, Kronos Acquisition Holdings Inc., a Delaware corporation, as the Top Borrower, KIK Custom Products Inc., a Delaware corporation, KIK Holdco Company Inc., an Ontario corporation, the Lenders from time to time party thereto, Barclays, as administrative agent and Barclays and Bank of Montreal, as co-collateral agents. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby confirms its grant of security interest to the Agent in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

SECTION 3.

A. all Trademarks and the goodwill associated with the Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations, pending applications for registration in the United States Copyright Office and exclusive licenses for Copyrights registered in the United States Copyright Office, in each case, listed on Schedule III; and

D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 4. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has duly executed this Agreement as of the day and year first above written.

SUNBELT POOL PRODUCTS, LLC

By:  _____

Name: Mark Halperin

Title: Executive Vice President, General
Counsel and Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (ABL)]

TRADEMARK
REEL: 006109 FRAME: 0753

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REG/ APP NO.	TRADEMARK
Sunbelt Pool Products, LLC	2621616	Right Stuff

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

Schedule II

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule III

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RECORDED: 07/11/2017

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