

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442336

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hayward Industries, Inc.		08/04/2017	Corporation: NEW JERSEY
Hayward Industrial Products, Inc.		08/04/2017	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	3693133	AQUA CONNECT
Registration Number:	3963248	AQUA CONNECT
Registration Number:	3464568	AQUA PLUS
Registration Number:	3871629	AQUA POD
Registration Number:	3704835	AQUA RITE
Registration Number:	2199560	AQUA RITE
Registration Number:	2770932	AQUA SOLAR
Registration Number:	2454049	AQUA TROL
Registration Number:	2184852	AQUABUG
Registration Number:	2234984	AQUACRITTER
Registration Number:	2920213	AQUADRIVE
Registration Number:	1383031	AQUADROID
Registration Number:	4993931	AQUANAUT
Registration Number:	1620986	AQUAPILOT
Registration Number:	4125679	AQUARAY
Registration Number:	1107778	AQUA-VAC
Registration Number:	3612167	CAT 1000
Registration Number:	3612168	CAT 2000

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5022967	CAT 3500
Registration Number:	3612169	CAT 4000
Registration Number:	3612170	CAT 5000
Registration Number:	4893384	CAT 5500
Registration Number:	3626278	CAT CONTROLLERS
Registration Number:	2865720	COLORLOGIC
Registration Number:	4255001	CRYSTALOGIC
Registration Number:	3077736	DIVER DAVE
Registration Number:	3788135	EASY TEMP
Registration Number:	3623810	ECOMMAND
Registration Number:	3935362	ECOSTAR
Registration Number:	3829566	ES HAYWARD ENERGY SOLUTIONS
Registration Number:	1502090	FIRETILE
Registration Number:	1600619	GOLDLINE
Registration Number:	3455440	GOLDLINE CONTROLS
Registration Number:	1132980	H
Registration Number:	4016737	H
Registration Number:	4118702	H HAYWARD
Registration Number:	3969301	HAYWARD
Registration Number:	1058211	HAYWARD
Registration Number:	2921665	HAYWARD ELITE
Registration Number:	3667638	HAYWARD ENERGY SOLUTIONS
Registration Number:	3489930	HAYWARD VIIIO TURBO
Registration Number:	3588085	HAYWARD VIIIO TURBO
Registration Number:	2961464	HEATPRO
Registration Number:	4257942	JIFFY NICHE
Registration Number:	4585468	LIFESTAR
Registration Number:	2124181	NAVIGATOR
Registration Number:	4672840	OMNILOGIC
Registration Number:	3839066	ONCOMMAND
Registration Number:	2055038	PERFLEX
Registration Number:	3489931	PHANTOM TURBO
Registration Number:	3499911	PHANTOM TURBO
Registration Number:	5055736	PHOENIX
Registration Number:	2422021	POOL VAC ULTRA
Registration Number:	3612163	POOLCOMM
Registration Number:	2075752	POWER-FLO
Registration Number:	3101841	POWERFLO MATRIX

Property Type	Number	Word Mark
Registration Number:	3538131	PRO LOGIC
Registration Number:	4667908	PURE-BLU
Registration Number:	4573094	SALINE C
Registration Number:	4255050	SALT & SWIM
Registration Number:	3640451	SENSE AND DISPENSE
Registration Number:	4023757	SHARKVAC BY HAYWARD
Registration Number:	2114157	SKIM-MASTER
Registration Number:	2191368	SMARTDRIVE
Registration Number:	3652589	STRATUM
Registration Number:	1518655	SUPER PUMP
Registration Number:	4335834	SURE-TUFF
Registration Number:	2063080	SWIM PRO
Registration Number:	3280886	SWIM PURE PLUS
Registration Number:	3280894	SWIM PURE PLUS
Registration Number:	4117446	TANK-TITE
Registration Number:	2346109	TIGERSHARK
Registration Number:	3687673	TOTAL POOL MANAGEMENT
Registration Number:	3190201	TRISTAR
Registration Number:	4993932	TRIVAC
Registration Number:	3156434	TURBO CELL
Registration Number:	3976710	VARI-FLO
Registration Number:	4974303	V-FLEX
Registration Number:	3489929	VIIO TURBO
Registration Number:	3099241	WANDA THE WHALE
Registration Number:	3047028	XSTREAM
Registration Number:	3198500	XSTREAM
Serial Number:	87369104	HAYWARD FILTRATION
Serial Number:	87290262	HEXADRIVE
Serial Number:	87290350	HYDRORITE UVO3
Serial Number:	87290252	OPTISENSE
Serial Number:	87368985	PROFILE2
Serial Number:	87290239	SPINTECH
Serial Number:	87449312	SWIMPURE
Serial Number:	87325729	SYSTEM2
Serial Number:	87325767	SYSTEM2 SEALING TECHNOLOGY
Serial Number:	87290228	TOUCHFREE

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006149 FRAME: 0642**

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@coagencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172453 Second L TM
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NAME OF SUBMITTER:	Emily Ohannessian
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SIGNATURE:	/Emily Ohannessian/
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DATE SIGNED:	09/07/2017
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Total Attachments: 14

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of August 4, 2017 (this "Trademark Security Agreement"), by and between Hayward Industries, Inc., a New Jersey corporation, Hayward Industrial Products, Inc., a New Jersey corporation (each, a "Grantor") and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Hayward Acquisition Corp., a New Jersey corporation (the "Initial Borrower"), Hayward Industries, Inc., a New Jersey corporation (upon merging with the Initial Borrower pursuant to the Merger (as defined in the Second Lien Credit Agreement) and as survivor of the Merger, the "Borrower"), Hayward Intermediate, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Initial Borrower, the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used herein 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, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of each Grantor, and regardless of where located (collectively, the "Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Trademark

Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to

the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

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

HAYWARD INDUSTRIES, INC.

By: 

Name: Andrew Diamond

Title: Senior Vice President and Chief
Financial Officer

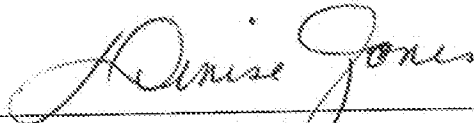
HAYWARD INDUSTRIAL PRODUCTS, INC.

By: 

Name: Andrew Diamond

Title: Senior Vice President and Chief Financial
Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: **Denise Jones**
Title: **Vice President**

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	JURISDICTION	REG. NO.	REG. DATE	TRADEMARK
Hayward Industries, Inc.	United States	3,693,133	10/06/2009	AQUA CONNECT
Hayward Industries, Inc.	United States	3,963,248	05/17/2011	AQUA CONNECT
Hayward Industries, Inc.	United States	3,464,568	07/08/2008	AQUA PLUS
Hayward Industries, Inc.	United States	3,871,629	11/02/2010	AQUA POD
Hayward Industries, Inc.	United States	3,704,835	11/03/2009	AQUA RITE
Hayward Industries, Inc.	United States	2,199,560	10/27/1998	AQUA RITE (Stylized)
Hayward Industries, Inc.	United States	2,770,932	10/07/2003	AQUA SOLAR
Hayward Industries, Inc.	United States	2,454,049	05/22/2001	AQUA TROL
Hayward Industries, Inc.	United States	2,184,852	08/25/1998	AQUABUG
Hayward Industries, Inc.	United States	2,234,984	03/23/1999	AQUACRITTER
Hayward Industries, Inc.	United States	2,920,213	01/18/2005	AQUADRIVE
Hayward Industries, Inc.	United States	1,383,031	02/18/1986	AQUADROID
Hayward Industries, Inc.	United States	4,993,931	07/05/2016	AQUANAUT
Hayward Industries, Inc.	United States	1,620,986	11/06/1990	AQUAPILOT (Stylized)
Hayward Industries, Inc.	United States	4,125,679	04/10/2012	AQUARAY
Hayward Industries, Inc.	United States	1,107,778	12/05/1978	AQUA-VAC
Hayward Industries, Inc.	United States	3,612,167	04/28/2009	CAT 1000
Hayward Industries, Inc.	United States	3,612,168	04/28/2009	CAT 2000
Hayward Industries, Inc.	United States	5,022,967	08/16/2016	CAT 3500
Hayward Industries, Inc.	United States	3,612,169	04/28/2009	CAT 4000
Hayward Industries, Inc.	United States	3,612,170	04/28/2009	CAT 5000
Hayward Industries, Inc.	United States	4,893,384	01/26/2016	CAT 5500
Hayward Industries, Inc.	United States	3,626,278	05/26/2009	CAT CONTROLLERS
Hayward Industries, Inc.	United States	2,865,720	07/20/2004	COLORLOGIC
Hayward Industries, Inc.	United States	4,255,001	12/04/2012	CRYSTALOGIC
Hayward Industries, Inc.	United States	3,077,736	04/04/2006	DIVER DAVE
Hayward Industries, Inc.	United States	3,788,135	05/11/2010	EASY TEMP
Hayward Industries, Inc.	United States	3,623,810	05/19/2009	ECOMMAND
Hayward Industries, Inc.	United States	3,935,362	03/22/2011	ECOSTAR
Hayward Industries, Inc.	United States	3,829,566	08/03/2010	ES HAYWARD ENERGY SOLUTIONS and Design

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Hayward Industries, Inc.	United States	1,502,090	08/30/1988	FIRETILE (Stylized)
Hayward Industries, Inc.	United States	1,600,619	06/12/1990	GOLDLINE
Hayward Industries, Inc.	United States	3,455,440	06/24/2008	GOLDLINE CONTROLS
Hayward Industries, Inc.	United States	1,132,980	04/15/1980	H & Design
Hayward Industries, Inc.	United States	4,016,737	08/23/2011	H & Design
Hayward Industries, Inc.	United States	4,118,702	03/27/2012	H HAYWARD & Design
Hayward Industries, Inc.	United States	3,969,301	05/31/2011	HAYWARD
Hayward Industries, Inc.	United States	1,058,211	02/08/1977	HAYWARD
Hayward Industries, Inc.	United States	2,921,665	01/25/2005	HAYWARD ELITE
Hayward Industries, Inc.	United States	3,667,638	08/11/2009	HAYWARD ENERGY SOLUTIONS
Hayward Industries, Inc.	United States	3,489,930	08/19/2008	HAYWARD VIIIO TURBO
Hayward Industries, Inc.	United States	3,588,085	03/10/2009	HAYWARD VIIIO TURBO (Stylized)
Hayward Industries, Inc.	United States	2,961,464	06/07/2005	HEATPRO
Hayward Industries, Inc.	United States	4,257,942	12/11/2012	JIFFY NICHE
Hayward Industries, Inc.	United States	4,585,468	08/12/2014	LIFESTAR
Hayward Industries, Inc.	United States	2,124,181	12/23/1997	NAVIGATOR
Hayward Industries, Inc.	United States	4,672,840	01/13/2015	OMNILOGIC
Hayward Industries, Inc.	United States	3,839,066	08/24/2010	ONCOMMAND
Hayward Industries, Inc.	United States	2,055,038	04/22/1997	PERFLEX
Hayward Industries, Inc.	United States	3,489,931	08/19/2008	PHANTOM TURBO
Hayward Industries, Inc.	United States	3,499,911	09/09/2008	PHANTOM TURBO (Stylized)
Hayward Industries, Inc.	United States	5,055,736	10/04/2016	PHOENIX
Hayward Industries, Inc.	United States	2,422,021	01/16/2001	POOL VAC ULTRA
Hayward Industries, Inc.	United States	3,612,163	04/28/2009	POOLCOMM
Hayward Industries, Inc.	United States	2,075,752	07/01/1997	POWER-FLO
Hayward Industries, Inc.	United States	3,101,841	06/06/2006	POWERFLO MATRIX
Hayward Industries, Inc.	United States	3,538,131	11/25/2008	PRO LOGIC
Hayward Industries, Inc.	United States	4,667,908	01/06/2015	PURE-BLU
Hayward Industries, Inc.	United States	4,573,094	07/22/2014	SALINE C
Hayward Industries, Inc.	United States	4,255,050	12/04/2012	SALT & SWIM
Hayward Industries, Inc.	United States	3,640,451	06/16/2009	SENSE AND DISPENSE
Hayward Industries, Inc.	United States	4,023,757	09/06/2011	SHARKVAC BY HAYWARD
Hayward Industries, Inc.	United States	2,114,157	11/18/1997	SKIM-MASTER
Hayward Industries, Inc.	United States	2,191,368	09/22/1998	SMARTDRIVE

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TRADEMARK
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Hayward Industries, Inc.	United States	3,652,589	07/07/2009	STRATUM
Hayward Industries, Inc.	United States	1,518,655	01/03/1989	SUPER PUMP
Hayward Industries, Inc.	United States	4,335,834	05/14/2013	SURE-TUFF
Hayward Industries, Inc.	United States	2,063,080	05/20/1997	SWIM PRO
Hayward Industries, Inc.	United States	3,280,886	08/14/2007	SWIM PURE PLUS
Hayward Industries, Inc.	United States	3,280,894	08/14/2007	SWIM PURE PLUS & Design
Hayward Industries, Inc.	United States	4,117,446	03/27/2012	TANK-TITE
Hayward Industries, Inc.	United States	2,346,109	04/25/2000	TIGERSHARK & Design
Hayward Industries, Inc.	United States	3,687,673	09/22/2009	TOTAL POOL MANAGEMENT
Hayward Industries, Inc.	United States	3,190,201	12/26/2006	TRISTAR
Hayward Industries, Inc.	United States	4,993,932	07/05/2016	TRIVAC
Hayward Industries, Inc.	United States	3,156,434	10/17/2006	TURBO CELL
Hayward Industries, Inc.	United States	3,976,710	06/14/2011	VARI-FLO
Hayward Industries, Inc.	United States	4,974,303	06/07/2016	V-FLEX
Hayward Industries, Inc.	United States	3,489,929	08/19/2008	VIHO TURBO
Hayward Industries, Inc.	United States	3,099,241	05/30/2006	WANDA THE WHALE
Hayward Industries, Inc.	United States	3,047,028	01/17/2006	XSTREAM
Hayward Industries, Inc.	United States	3,198,500	01/16/2007	XSTREAM & Design

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TRADEMARK
REEL: 006149 FRAME: 0651

TRADEMARK APPLICATIONS

APPLICANT	JURISDICTION	SERIAL NO.	FILING DATE	TRADEMARK
Hayward Industrial Products, Inc.	United States	87/369,104	03/13/2017	HAYWARD FILTRATION
Hayward Industries, Inc.	United States	87/290,262	01/05/2017	HEXADRIVE
Hayward Industries, Inc.	United States	87/290,350	01/05/2017	HYDRORITE UVO3
Hayward Industries, Inc.	United States	87/290,252	01/05/2017	OPTISENSE
Hayward Industries, Inc.	United States	87/368,985	03/13/2017	PROFILE2
Hayward Industries, Inc.	United States	87/290,239	01/05/2017	SPINTECH
Hayward Industries, Inc.	United States	87/449,312	05/15/2017	SWIMPURE
Hayward Industries, Inc.	United States	87/325,729	02/06/2017	SYSTEM2
Hayward Industries, Inc.	United States	87/325,767	02/06/2017	SYSTEM2 SEALING TECHNOLOGY
Hayward Industries, Inc.	United States	87/290,228	01/05/2017	TOUCHFREE

ANNEX A TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

FORM OF SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of [●], 20[●] (this "Trademark Security Agreement Supplement"), by and [between][among] [●], a [●] ([each, a][the] "Grantor") and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of August [4], 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Hayward Industries, Inc., a New Jersey corporation (as survivor of the Merger (as defined in the Second Lien Credit Agreement) with Hayward Acquisition Corp., a New Jersey corporation) (the "Borrower"), Hayward Intermediate, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain Second Lien Trademark Security Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Trademark Security Agreement") by and among the Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Under the terms of the Security Agreement, [each][the] Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement 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, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or 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 [such][the] Grantor and regardless of where located (collectively, the "Additional Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including

but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Additional Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *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. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark 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 Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Trademark Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[*]

By: _____

Name: [*]

Title: [*]

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____

Name:

Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK

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