

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inter Valley Pool Supply, Inc.		04/19/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kayne Senior Credit III Loanco, LLC		
Street Address:	655 Madison Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4946773	IV CHLOR	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	312-701-7773		
Email:	dvirtue@mayerbrown.com, mdecember@mayerbrown.com		
Correspondent Name:	Daniel Virtue		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
NAME OF SUBMITTER:	Daniel P. Virtue		
SIGNATURE:	/DPV/		
DATE SIGNED:	04/20/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 19, 2018 (this "Trademark Security Agreement"), is made by Inter Valley Pool Supply, Inc., a California corporation (the "Grantor") to and for the benefit of Kayne Senior Credit III Loanco, LLC, in its capacity as administrative agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the "Administrative Agent").

WHEREAS, the Grantor has entered into a Security Agreement, dated as of October 31, 2017 by that certain Joinder to Security Agreement by and among the Grantor, IVPS Buyer, Inc. and the Administrative Agent, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantor has collaterally assigned to the Administrative Agent and granted to the Administrative Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Administrative Agent, a security interest in all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

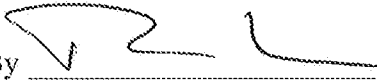
4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS

APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY
APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed this Irrevocable Proxy
as of this 18 day of April, 2018.

IVPS BUYER, INC.

By  _____

Name: Rory Manley

Title: President, Chief Executive Officer and Secretary

Signature Page to Irrevocable Proxy

TRADEMARK
REEL: 006317 FRAME: 0692

SCHEDULE 1

Trademarks and Trademark Applications

Ser. No.	Registration/Application No.	Mark	Assignor
86223486	4946773	IV Chlor	Inter Valley Pool Supply, Inc.