

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492116

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECOND LIEN TRADEMARK SECURITY AGREEMENT |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|----------------------|
| GSG Holdings, Inc. | | 09/28/2018 | Corporation: ARIZONA |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | Bank of America, N.A., as Administrative Agent |
| Street Address: | One Independence Center |
| Internal Address: | 101 N Tryon St. |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |
| Entity Type: | Bank: NORTH CAROLINA |

PROPERTY NUMBERS Total: 37

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------|
| Registration Number: | 3970787 | BIZBOOST |
| Registration Number: | 3423541 | CYCLEAN |
| Registration Number: | 4467786 | IJET |
| Registration Number: | 2868949 | MDX |
| Registration Number: | 4451719 | PARAGLO |
| Registration Number: | 1919543 | PCC |
| Registration Number: | 2786012 | PCC 2000 |
| Registration Number: | 4309313 | SWEEPJET |
| Registration Number: | 4574909 | TRIDENTUV |
| Registration Number: | 4555303 | ULTRAUV |
| Registration Number: | 4467787 | VECTORJET |
| Registration Number: | 3629630 | AIRPORT THE SPA AIR SOLUTION |
| Registration Number: | 3624445 | PARALEVEL |
| Registration Number: | 3520580 | PARASCOPE |
| Registration Number: | 882447 | POOL TENDER |
| Registration Number: | 3525031 | RETROJET |
| Registration Number: | 4172840 | TWIRLYBYRD |

OP \$940.00 3970787

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 4371887 | BUILD A BETTER SPA |
| Registration Number: | 1035655 | POOL VALET |
| Serial Number: | 88068441 | SWINGJET |
| Serial Number: | 88068418 | MVFUSE |
| Serial Number: | 88068402 | ECO POOL |
| Serial Number: | 88068378 | CLEAR O3 |
| Serial Number: | 88068361 | AIRPORT |
| Serial Number: | 88068335 | VARI CIRC |
| Serial Number: | 88068324 | SWINGSWEEP |
| Serial Number: | 88068306 | STEPCLEAN |
| Serial Number: | 88068291 | PVR |
| Serial Number: | 88068265 | OPTI CIRC |
| Serial Number: | 87486309 | VORTEC |
| Serial Number: | 87486324 | VORTEK |
| Serial Number: | 87598400 | ULTRAUV2 |
| Serial Number: | 87004275 | PCC 3000 |
| Serial Number: | 87486337 | HYDRACLEAR |
| Serial Number: | 88033793 | HYDRAPURE |
| Serial Number: | 87598380 | SDX2 |
| Serial Number: | 87253739 | VANISH IN-FLOOR CIRCULATION & CLEANING |

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: 202-370-4756

Email: ipteam@coagencyglobal.com

Correspondent Name: Jay daSilva

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: | 1001652 2L TM IPSA |
| NAME OF SUBMITTER: | Sonya Jackman |
| SIGNATURE: | /Sonya Jackman/ |
| DATE SIGNED: | 10/01/2018 |

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of September 28, 2018 (this "Trademark Security Agreement"), by and between GSG Holdings, Inc., an Arizona corporation (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 (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 Joinder No. 1 dated as of September 28, 2018 (the "Second Lien Security Agreement Joinder"), by and among the Grantor, LDAG Acquisition Corp., a Delaware corporation, LDAG Holdings, Inc., an Arizona corporation, Paramount Leisure Industries, Inc., an Arizona corporation, Paramount International, Inc., a Delaware corporation and Paramount Capital Finance Corp., an Arizona corporation, and acknowledged and agreed by the Administrative Agent, to that certain Second Lien Pledge and Security Agreement dated as of August 4, 2017 (as supplemented by the Second Lien Security Agreement Joinder and as further 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) from time to time party thereto and the Administrative Agent for the Secured Parties under and as defined in the Second Lien Credit Agreement.

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. 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, 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 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 the 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 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.

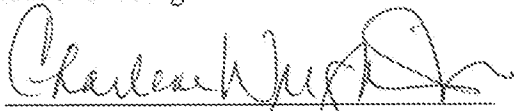
SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the 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*]

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

By: 

Name: **Charlene Wright-Jones**

Title: **Vice President**

SCHEDULE I

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | REGISTRATION DATE | TRADEMARK |
|-------------------------|----------------------------|--------------------------|---------------------------------|
| GSG Holdings, Inc. | 3,970,787 | 5/31/2011 | BIZBOOST |
| GSG Holdings, Inc. | 3,423,541 | 5/6/2008 | CYCLEAN |
| GSG Holdings, Inc. | 4,467,786 | 1/14/2014 | IJET |
| GSG Holdings, Inc. | 2,868,949 | 8/3/2004 | MDX |
| GSG Holdings, Inc. | 4,451,719 | 12/17/2013 | PARAGLO |
| GSG Holdings, Inc. | 1,919,543 | 9/19/1995 | PCC |
| GSG Holdings, Inc. | 2,786,012 | 11/25/2003 | PCC2000 |
| GSG Holdings, Inc. | 4,309,313 | 3/26/2013 | SWEEPJET |
| GSG Holdings, Inc. | 4,574,909 | 7/29/2014 | TRIDENTUV |
| GSG Holdings, Inc. | 4,555,303 | 6/24/2014 | ULTRAUV |
| GSG Holdings, Inc. | 4,467,787 | 1/14/2014 | VECTORJET |
| GSG Holdings, Inc. | 3,629,630 | 6/2/2009 | AIRPORT THE SPA AIR SOLUTION |
| GSG Holdings, Inc. | 3,624,445 | 5/19/2009 | PARALEVEL |
| GSG Holdings, Inc. | 3,520,580 | 10/21/2008 | PARASCOPE |
| GSG Holdings, Inc. | 882,447 | 12/16/1969 | POOL TENDER |
| GSG Holdings, Inc. | 3,525,031 | 10/28/2008 | RETROJET |
| GSG Holdings, Inc. | 4,172,840 | 7/10/2012 | TWIRLYBYRD |
| GSG Holdings, Inc. | 4,371,887 | 7/23/2013 | BUILD A BETTER SPA |
| GSG Holdings, Inc. | 1,035,655 | 3/16/1976 | POOL VALET |

TRADEMARK APPLICATIONS

| APPLICANT | APPLICATION NO. | FILING DATE | TRADEMARK |
|--------------------|------------------------|--------------------|------------------|
| GSG Holdings, Inc. | 88/068,441 | 8/7/2018 | SWINGJET |
| GSG Holdings, Inc. | 88/068,418 | 8/7/2018 | MVFUSE |
| GSG Holdings, Inc. | 88/068,402 | 8/7/2018 | ECO POOL |
| GSG Holdings, Inc. | 88/068,378 | 8/7/2018 | CLEARO3 |
| GSG Holdings, Inc. | 88/068,361 | 8/7/2018 | AIRPORT |
| GSG Holdings, Inc. | 88/068,335 | 8/7/2018 | VARI CIRC |
| GSG Holdings, Inc. | 88/068,324 | 8/7/2018 | SWINGSWEEP |
| GSG Holdings, Inc. | 88/068,306 | 8/7/2018 | STEPCLEAN |

| | | | |
|--------------------|------------|-----------|---|
| GSG Holdings, Inc. | 88/068,291 | 8/7/2018 | PVR |
| GSG Holdings, Inc. | 88/068,265 | 8/7/2018 | OPTI CIRC |
| GSG Holdings, Inc. | 87/486,309 | 6/13/2017 | VORTEC |
| GSG Holdings, Inc. | 87/486,324 | 6/13/2017 | VORTEK |
| GSG Holdings, Inc. | 87/598,400 | 9/6/2014 | ULTRAUV2 |
| GSG Holdings, Inc. | 87/004,275 | 4/18/2016 | PCC 3000 |
| GSG Holdings, Inc. | 87/486,337 | 6/13/2017 | HYDRACLEAR |
| GSG Holdings, Inc. | 88/033,793 | 7/11/2018 | HYDRAPURE |
| GSG Holdings, Inc. | 87/598,380 | 9/6/2017 | SDX2 |
| GSG Holdings, Inc. | 87/253,739 | 12/1/2016 | VANISH IN- FLOOR CIRCULATION AND CLEANING |