

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492118

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL TRADEMARK SECURITY AGREEMENT
SEQUENCE:	3

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@cogencyglobal.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 ABL TM IPSA
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/01/2018

Total Attachments: 6

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ABL TRADEMARK SECURITY AGREEMENT

ABL 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 ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of August 4, 2017 (as amended by that certain Amendment No. 1 to the ABL Credit Agreement, dated as of March 30, 2018, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among Hayward Industries, Inc., a New Jersey corporation (the “US Borrower”), Hayward Pool Products Canada, Inc. / Produits De Piscines Hayward Canada, Inc., a Canadian federal corporation (the “Canadian Borrower” and, together with the US Borrower, the “Borrowers”), 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 “ABL 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 US ABL Pledge and Security Agreement, dated as of August 4, 2017 (as supplemented by the ABL 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 US 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 ABL Credit Agreement.

The Lenders (as defined in the ABL Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the ABL 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 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. 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*]

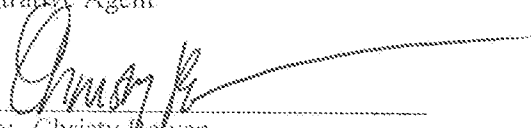
IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

GSG HOLDINGS, INC.

By: C. Hale
Name: Clark Hale
Title: Chief Executive Officer and President

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

By:



Name: Christy Bowen

Title: Vice President

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006446 FRAME: 0748

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