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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM503738

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Latham Pool Products, Inc.		12/18/2018	Corporation: DELAWARE	

RECEIVING PARTY DATA

Name:	Nomura Corporate Funding Americas, LLC, as Collateral Agent
Street Address:	309 West 49th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	2665227	ACP ADVANCED COMPOSITE POOL
Registration Number:	4749734	AUTODRAIN
Registration Number:	2502097	BLUE HAWAIIAN FIBERGLASS POOLS
Registration Number:	4501825	BLUE HAWAIIAN
Registration Number:	4236213	CIT CARBON INFUSED TECHNOLOGY
Registration Number:	3783930	COVERLOGIX
Registration Number:	3151358	COVERLUXE
Registration Number:	3985851	COVERSTAR
Registration Number:	4455850	COVERSTAR
Registration Number:	4542467	WE MAKE IT STRONG. WE MAKE IT EASY. COVE
Registration Number:	2648095	CRYSTITE
Registration Number:	3851008	DURAGARD
Registration Number:	3304295	ECLIPSE
Registration Number:	4498617	EQUATOR
Registration Number:	4488986	
Registration Number:	4588546	
Registration Number:	1596448	FORT WAYNE POOLS
Registration Number:	2623428	FORT WAYNE POOLS
Registration Number:	3589222	FUSION

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Property Type	Number	Word Mark
Registration Number:	2636565	GEMSTONE
Registration Number:	2445871	GRAPHEX
Registration Number:	4236215	HYDRO ZONE
Registration Number:	4444979	INTEGRITY POOL PRODUCTS
Registration Number:	4084041	INVIS-A-DRAIN
Registration Number:	1142567	KAFKO
Registration Number:	4170601	KAFKO
Registration Number:	4212707	KALEIDO-CENTER
Registration Number:	4463607	L LATHAM
Registration Number:	4448578	LATHAM BEHIND EVERY POOL
Registration Number:	4236216	LIBERTY COMPOSITE POOLS
Registration Number:	2636566	OPALSTONE
Registration Number:	1296241	PACIFIC
Registration Number:	1071846	
Registration Number:	2939818	PACIFIC POOLS
Registration Number:	2408045	PERFORMANCE POOL PRODUCTS
Registration Number:	4456420	PERFORMANCE POOL PRODUCTS
Registration Number:	4651428	PERFORMANCE POOL PRODUCTS
Registration Number:	2495496	PERFORMANCE SAFETY COVER
Registration Number:	2661136	PERFORMANCE STEPS
Registration Number:	2444031	PERFORMANCE VINYL
Registration Number:	4645964	PHOTOLOGIX
Registration Number:	4586987	P PLASTIMAYD PRECISION CRAFTED POOL LINE
Registration Number:	1583720	PLASTIMAYD
Registration Number:	1535763	PLASTIMAYD
Registration Number:	2790414	POOL COVER SPECIALISTS
Registration Number:	4768682	POOL COVER SPECIALISTS
Registration Number:	4088913	POWERFLEX
Registration Number:	4215259	PREMIER
Registration Number:	4703451	PREMIER SAFETY COVERS
Registration Number:	2653798	PREMIER VINYL
Registration Number:	1565944	SNAP-LOCK
Registration Number:	1565943	SNAP-LOCK
Registration Number:	4236214	
Registration Number:	2902039	SWIMWISE
Registration Number:	2867503	TRILOGY
Registration Number:	2863408	TRILOGY POOLS
Registration Number:	4505445	

Property Type	Number	Word Mark
Registration Number:	3645923	ULTRAGARD III
Registration Number:	4452209	ULTRA-SEAM
Registration Number:	2537895	VIKING POOLS
Registration Number:	2482210	VIKING POOLS
Registration Number:	2723058	VIKING POOLS
Registration Number:	2477933	VIKING POOLS
Registration Number:	1987341	VYN-ALL
Registration Number:	4586992	VYNALL CUSTOM POOL LINERS
Serial Number:	88143769	ATOM
Serial Number:	87680353	PEARLSCAPES
Serial Number:	87680367	ULTRALAST

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	26152.00003
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	12/28/2018

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2018 (this "Agreement"), by and between LATHAM POOL PRODUCTS, INC., a Delaware corporation ("LPP" and, prior to the consummation of the Acquisition (as defined in the Credit Agreement (as defined below)), the "Borrower", and in its capacity hereunder, the "Grantor") and NOMURA CORPORATE FUNDING AMERICAS, LLC, as administrative agent and collateral agent for the Secured Parties (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit and Guaranty Agreement, dated as of December 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Latham Purchaser, Inc., a Delaware corporation (the "Purchaser" and, prior to the consummation of the Acquisition, the "Borrower"), Latham International Manufacturing Corp., a Delaware corporation ("Holdings"), LPP, certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto (collectively, the "Lenders" and each a "Lender"), Nomura Corporate Funding Americas, LLC, as administrative agent and collateral agent for the Secured Parties and L/C Issuer and the other L/C Issuers party thereto and (b) the Security Agreement, dated as of December 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Purchaser, Holdings, LPP, the Subsidiary Guarantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. 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 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 grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Security Agreement</u>. 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Termination</u>. Subject to <u>Section 7.12</u> of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the

Administrative Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. <u>Authorization</u>. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. <u>Conflicts</u>. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

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

LATHAM POOL PRODUCTS, INC., as Grantor

Title: Chief Executive Officer, President and

Secretary

NOMURA CORPORATE FUNDING AMERICAS, ILC, as Collateral Agent

By: Name: Garrett P. Carpenter Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006511 FRAME: 0055

Schedule I

U.S. Federal Trademark Registrations and Applications

SU	S	US	US	US	US		US	CTY
77821989	85408716	86052420	76194463	86394900	88143769		76096370	APP. NO.
September 8,	August 26, 2011	August 30, 2013	January 16, 2001	September 15, 2014	October 4, 2018		July 25, 2000	APP. DATE
COVERLOGIX	TECHNOLOGY TECHNOLOGY	BLUE HAWAIIAN DESIGN	BLUE HAWAIIAN FIBERGLASS POOLS	AUTODRAIN DESIGN	АТОМ	S S S S S S S S S S S S S S S S S S S	ACP ADV'ED COMPOSITE POOL DESIGN	TRADEMARK NAME
3783930	4236213	4501825	2502097	4749734	N/A		2665227	REGISTRATION NUMBER
May 4, 2010	March 25, 2014	March 25, 2014	October 30, 2001	June 2, 2015	N/A		December 24, 2002	REGISTRATION DATE
Active	Active	Active	Active	Active	Pending Intent to Use		Active	STATUS
Latham Pool	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.		Latham Pool Products, Inc.	CURRENT OWNER

Sn	US	SU	US	US	US	US	US	US	CTY
85572110	85572087	78786359	77721263	76095799	86042031	85617079	85203917	76614039	APP. NO.
March 16, 2012	March 16, 2012	January 6, 2006	April 23, 2009	July 25, 2000	August 19, 2013	May 4, 2012	December 22, 2010	September 24, 2004	APP. DATE 2009
WATER DROP FLOWER Design	EQUATOR	ECLIPSE	DURAGARD	CRYSTITE	WE MAKE IT STRONG. WE MAKE IT EASY. COVERSTAR and Design	COVERSTAR and Design	COVERSTAR	COVERLUXE	TRADEMARK NAME
4488986	4498617	3304295	3851008	2648095	4542467	4455850	3985851	3151358	REGISTRATION NUMBER
February 25, 2014	March 18, 2014	October 2, 2007	September 21, 2010	November 12, 2002	June 3, 2014	December 24, 2013	June 28, 2011	October 3, 2006	REGISTRATION DATE
Active	Active	Active	Active	Active	Active	Active	Active	Active	STATUS
Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	CURRENT OWNER Products, Inc.

US	US	SU	US	Sn	US	CTY
75814009	76096368	78977862	76160799	73778094	86171065	APP. NO.
October 4, 1999	July 25, 2000	February 9, 2006	November 7, 2000	February 1, 1989	January 21, 2014	APP. DATE
GRAPHEX	GEMSTONE	FUSION	FORT WAYNE POOLS Design Out 1000000000000000000000000000000000000	FORT WAYNE POOLS Decim Ind Wayne Ind	Water DROP FLOWER Design (Black & White)	TRADEMARK NAME
2445871	2636565	3589222	2623428	1596448	4588546	REGISTRATION NUMBER
April 24, 2001	October 15, 2002	March 10, 2009	September 24, 2002	May 15, 1990	August 19, 2014	REGISTRATION DATE
Active	Active	Active	Active	Active	Active	STATUS
Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	CURRENT

US	Sn	Sn	US	US	US	US	us
85641267	85706337	85408769	85407523	73135293	85378934	85758578	85408763
June 1, 2012	August 17, 2012	August 26, 2011	August 25, 2011	July 25, 1977	July 22, 2011	October 19, 2012	APP. DATE August 26, 2011
LATHAM BEHIND EVERY	L LATHAM (Stylized)	KALEIDO-CENTER Design	KAFKO Logo	KAFKO	INVIS-A-DRAIN	INTEGRITY POOL PRODUCTS	HYDRO ZONE (Stylized)
4448578	4463607	4212707	4170601	1142567	4084041	4444979	REGISTRATION NUMBER 4236215
December 10, 2013	January 7, 2014	September 25, 2012	July 10, 2012	December 9, 1980	January 10, 2012	December 3, 2013	REGISTRATION DATE November 6, 2012
Active	Active	Active	Active	Active	Active	Active	Active Active
Latham Pool	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	CURRENT OWNER Latham Pool Products, Inc.			

US	US	US	US	Sn	US	US	US	(CTY
86068456	85785188	75713217	87680353	78319400	73082069	73405385	76096369		85408772	APP. NO.
September 18, 2013	November 21, 2012	May 24, 1999	November 10, 2017	October 28, 2003	March 30, 1976	December 9, 1982	July 25, 2000	0	Angust 26, 2011	APP. DATE
PERFORMANCE POOL PRODUCTS	PERFORMANCE POOL PRODUCTS	PERFORMANCE POOL PRODUCTS	PEARLSCAPES	PACIFIC POOLS Design OOO AGIFIC	PACIFIC WAVE ALONE Design	PACIFIC	OPALSTONE	POOLS Design iberty Composite Pacific	POOL LIBERTY COMPOSITE	TRADEMARK NAME
4651428	4456420	2408045	N/A	2939818	1071846	1296241	2636566		4236216	REGISTRATION NUMBER
December 9, 2014	December 24, 2013	November 28, 2000	N/A	April 12, 2005	August 23, 1977	September 18, 1984	October 15, 2002		November 6, 2012	REGISTRATION DATE
Active	Active	Active	Pending Examination	Active	Active	Active	Active		Active	STATUS
Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Products, Inc.	Products, Inc.	CURRENT			

US	US	US	US	US		US	US	US	US	US	US	US	US	US	CTY
73754664	76286345	86350451	4215259	85180392		86460555	76408692	73736745	73738044	85939778	85943327	75823328	75823329	75814010	APP. NO.
September 28,	July 10, 2001	July 28, 2014	August 17, 2011	November 18, 2010		November 20, 2014	May 15, 2002	June 27, 1988	July 5, 2988	May 22, 2013	May 28, 2013	October 14, 1999	October 4, 1999	October 4, 1999	APP. DATE
SNAP-LOCK	PREMIER VINYL	PREMIER SAFETY COVERS	PREMIER	POWERFLEX	POOL COVER	POOL COVER SPECIALISTS Logo	POOL COVER SPECIALISTS	PLASTIMAYD	PLASTIMAYD	P PLASTIMAYD PRECISION CRAFTED POOL LINERS	PHOTOLOGIX	PERFORMANCE VINYL	PERFORMANCE STEPS	PERFORMANCE SAFETY COVER	TRADEMARK NAME
1565944	2653798	4703451	4215259	4088913		4768682	2790414	1535763	1583720	4586987	4645964	2444031	2661136	2495496	REGISTRATION NUMBER
November 14,	November 26, 2002	March 17, 2015	September 25, 2012	January 17, 2012		July 7, 2015	December 9, 2003	April 18, 1989	February 20, 1990	August 19, 2014	November 25, 2014	April 17, 2001	December 17, 2002	October 9, 2001	REGISTRATION DATE
Active	Active	Active	Active	Active		Active	Active	Active	Active	Active	Active	Active	Active	Active	STATUS
Latham Pool	Latham Pool Products, Inc.		Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	CURRENT			

US	US	US	US	US	US	US	US	US	CIV
85698601	87680367	77484294	86052437	76463099	76463327	76456864	85408725	73754660	APP. NO.
August 8, 2012	November 10, 2017	May 27, 2008	August 30, 2013	October 31, 2002	October 31, 2002	October 4, 2002	August 26, 2011	September 28, 1988	APP. DATE
ULTRA-SEAM	ULTRALAST	ULTRAGARD III	TRILOGY Design	TRILOGY POOLS	TRILOGY	SWIMWISE	SUN AND PALM TREE Desigr	SNAP-LOCK Design SNAP-LOCK Design	TRADEMARK NAME
4452209		3645923	4505445	2863408	2867503	2902039	4236214	1565943	REGISTRATION NUMBER
December 17, 2013		June 30, 2009	April 1, 2014	July 13, 2004	July, 27, 2004	November 9, 2004	November 6, 2012	November 14, 1989	REGISTRATION DATE 1989
Active	Pending Examination	Active	Active	Active	Active	Active	Active	Active	STATUS
Latham Pool	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	CURRENT OWNER Products, Inc.

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US	US	US		US	US	US	СТҮ
85940470	1987341	76098462		76098465	76098464	76098463	APP. NO.
May 23, 2013	September 22, 1995	July 28, 2000		July 28, 2000	July 28, 2000	July 28, 2000	APP. DATE
VYNALL CUSTOM POOL LINERS and Design	VYNALL	VIKING POOLS Design Wiking Pools	W Paols	VIKING POOLS Design	VIKING POOLS	VIKING POOLS	TRADEMARK NAME
4586992	1987341	2477933		2723058	2482210	2537895	REGISTRATION NUMBER
August 19, 2014	July 16, 1996	August 14, 2001		June 10, 2003	August 28, 2001	February 12, 2002	REGISTRATION DATE
Active	Active	Active		Active	Active	Active	STATUS
Latham Pool Products. Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.		Latham Pool Products, Inc.	Latham Pool Products, Inc.	Latham Pool Products, Inc.	CURRENT OWNER Products, Inc.

TRADEMARK
RECORDED: 12/28/2018 REEL: 006511 FRAME: 0063