

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM497420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brookfield Bridge Lending Fund Inc.		08/18/2008 09/18/2008	Corporation: CANADA

RECEIVING PARTY DATA

Name:	MAAX Spas Industries Corp.
Street Address:	25605 South Arizona Avenue
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85248
Entity Type:	Corporation: DELAWARE
Name:	Maax US Corp
Street Address:	7767 Elm Creek Blvd.N
Internal Address:	Suite 310
City:	Maple Grove
State/Country:	MINNESOTA
Postal Code:	55369
Entity Type:	Corporation: DELAWARE
Name:	MAAX Bath Inc.
Street Address:	160 St. Joseph Blvd
City:	Lachine
State/Country:	CANADA
Postal Code:	H8S2L3
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78195467	ZONE THERAPY
Serial Number:	78188149	DURAMAAX
Serial Number:	75189822	FOOT RELIEF ZONE
Serial Number:	74048238	POWERWORKS
Serial Number:	74013740	THERMO-LOCK
Serial Number:	73517612	CALIFORNIA COOPERAGE

OP \$190.00 78195467

Property Type	Number	Word Mark
Serial Number:	75462661	THERAMAAX

CORRESPONDENCE DATA

Fax Number: 6152524707

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.

Email: jneu@bradley.com

Correspondent Name: Jacob W Neu

Address Line 1: 1600 Division Street

Address Line 2: Suite 700

Address Line 4: Nashville, TENNESSEE 37203

NAME OF SUBMITTER:	Jacob W Neu
SIGNATURE:	/jacobwneu/
DATE SIGNED:	11/08/2018

Total Attachments: 5

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ACKNOWLEDGEMENT AND RELEASE

TO: BEAUCELAND CORPORATION, MAAX CORPORATION, MAAX KSD LLC, MAAX CANADA INC., MAAX MIDWEST, INC., PEARL BATHS LLC, 4200217 CANADA INC., MAAX SPAS (ONTARIO) INC., MAAX-HYDRO SWIRL, MANUFACTURING CORP., AKER PLASTICS COMPANY INC., MAAX CABINETS INC., MAAX SPAS (ARIZONA), INC., (collectively, the "MAAX Entities")

WHEREAS:

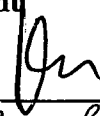
- A. MAAX Corporation, as borrower, Beauceland Corporation, and certain subsidiaries of MAAX Corporation, as guarantors, entered into a credit and guarantee agreement with Brookfield Bridge Lending Fund Inc. ("BBLF"), as administrative agent and collateral agent (in such capacities, the "Agent") and as lender, certain other entities, as lenders, (collectively with BBLF, the "Lenders") and HSBC Bank Canada ("HSBC"), on January 9, 2007 (such credit and guaranty agreement, as amended and modified from time to time, being referred to herein as the "Senior Secured Credit Facility"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Senior Secured Credit Facility).
- B. As further and continuing security for the Obligations, the MAAX Entities executed and delivered in favour of BBLF and the other Lenders certain security documents (collectively, the "Security Documents").
- C. The Lenders and BBLF have registered the security interests granted by the MAAX Entities pursuant to the Security Documents in the appropriate registry offices or as otherwise necessary.
- D. Pursuant to the terms of the asset purchase agreement entered into by and among BBLF and the MAAX Entities (other than Beauceland Corporation) on June 11, 2008, as assigned by BBLF to MAAX Bath Inc., MAAX US Corp. and MAAX Spas Industries Corp. (collectively, the "Purchasers") (the "Asset Purchase Agreement"), the Obligations have been repaid, performed and satisfied in full by the MAAX Entities.
- E. The MAAX Entities are accordingly entitled to the cancellation and discharge of the Security Documents and the release and discharge of any and all security interests, liens and/or other encumbrances granted by any of the MAAX Entities to secure the Obligations.

NOW THEREFORE in consideration of the discharge, termination and satisfaction of the Obligations pursuant to the terms of the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent (on behalf of itself and the Lenders), the Purchasers and HSBC hereby covenant and agree as follows:


1. Each of the Purchasers, the Agent, on behalf of itself and the Lenders, and HSBC acknowledges and agrees that (i) the Obligations have been paid and satisfied in full, (ii) the Senior Secured Credit Facility, each of the Security Documents and each of the other Credit Documents are terminated and of no further force and effect and (iii) any and all security interests, liens and/or other encumbrances granted by any of the MAAX Entities to secure its obligations under the Senior Secured Credit Facility, the Security Documents and the other Credit Documents are terminated and released and of no further force and effect.
2. Each of the Agent, the Purchasers and HSBC agree that it will as soon as reasonably practicable do all such things and execute, deliver and file all documents or instruments as may be reasonably required by the MAAX Entities (at the sole cost and expense of the Purchasers) from time to time, for the purpose of giving effect to the foregoing, including, without limitation, the execution (if applicable) and filing of all financing change or termination statements (including UCC and PPSA termination statements) under various personal property statutes and all other applicable legislation in other jurisdictions as are necessary or desirable in the reasonable opinion of the MAAX Entities for that purpose.
3. This acknowledgement and release shall be binding upon each of the Purchasers, HSBC and the Agent, on its own behalf and on behalf of any others for whom the Agent acts as agent in connection with the Senior Secured Credit Facility (including the Lenders), and its successor and assigns, and shall enure to the benefit of each of the MAAX Entities and their respective successors and assigns.
4. This acknowledgement and release shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the Lenders and BBLF have executed this acknowledgement and release this 18th day of September, 2008.

**BROOKFIELD BRIDGE LENDING FUND
INC., As Administrative Agent and
Collateral Agent**

By: 
Name: Bruce Robertson

**BROOKFIELD BRIDGE LENDING FUND
INC., As Lender**

By: 
Name: Bruce Robertson

HSBC BANK CANADA

By: _____
Name:

MAAX BATH INC.

By: _____
Name:

MAAX US CORP.

By: _____
Name:

MAAX SPAS INDUSTRIES CORP.

By: _____
Name:

IN WITNESS WHEREOF the Lenders and BBLF have executed this acknowledgement and release this 18th day of September, 2008.

**BROOKFIELD BRIDGE LENDING FUND
INC., As Administrative Agent and
Collateral Agent**

By: _____
Name:

**BROOKFIELD BRIDGE LENDING FUND
INC., As Lender**

By: _____
Name:

HSBC BANK CANADA

By: _____
Name: **JODY SANDERSON**
Global Relationship Manager & Director

MAAX BATH INC.

By: _____
Name:

MAAX US CORP.

By: _____
Name:

MAAX SPAS INDUSTRIES CORP.

By: _____
Name:

TRADEMARK

REEL: 006535 FRAME: 0621

IN WITNESS WHEREOF the Lenders and BBLF have executed this acknowledgement and release this 18th day of September, 2008.

**BROOKFIELD BRIDGE LENDING FUND
INC., As Administrative Agent and
Collateral Agent**

By: _____
Name:


**BROOKFIELD BRIDGE LENDING FUND
INC., As Lender**

By: _____
Name:


HSBC BANK CANADA

By: _____
Name:


MAAX BATH INC.

By:  _____
Name: Denis Aubin

MAAX US CORP.

By:  _____
Name: Denis Aubin

MAAX SPAS INDUSTRIES CORP.

By:  _____
Name: Denis Aubin