

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (TERM LOAN)		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NC Brands L.P.		01/28/2019	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 64			
Property Type	Number	Word Mark	
Registration Number:	4083231	ALGAE BREAK90	
Registration Number:	2998346	AQUAPILL	
Registration Number:	5530695	BLUE PRINT	
Registration Number:	5638308	BLUEPRINT	
Registration Number:	4558753	BUG BREAKFREE	
Registration Number:	3363740	CLARIFIER PLUS	
Registration Number:	4984443	CLEAR AID	
Registration Number:	4974329	CLEARIFY	
Registration Number:	1924991	CORAL SEAS	
Registration Number:	4077062	COVER FREE	
Registration Number:	5196907	COVER WEEKLY	
Registration Number:	5308456	CURVE	
Registration Number:	5169798		
Registration Number:	4441340		
Registration Number:	1638795	DRIVE OUT	
Registration Number:	4878858	GREEN RELIEF	
Registration Number:	2309509	GREEN TO CLEAN	
Registration Number:	3548672	HEATKEEPER	
TRADEMARK			

CH \$1615.00 4083231

Property Type	Number	Word Mark
Registration Number:	4159302	INSTANT POOL WATER CONDITIONER
Registration Number:	4421837	MERCURY
Registration Number:	4752285	MIGHTY PODS
Registration Number:	4458005	NATURAL CHEMISTRY
Registration Number:	4416741	NATURAL CHEMISTRY
Registration Number:	1745391	NATURAL CHEMISTRY
Registration Number:	4973966	PERFECT
Registration Number:	4984444	PERFECT WEEKLY
Registration Number:	2582644	PHOSFREE
Registration Number:	3241882	POOL BLANKET IN A PILL
Registration Number:	4535813	POOL MAGIC
Registration Number:	4710209	POOL PERFECT
Registration Number:	3305024	POOL WINTERIZER IN A PILL
Registration Number:	4860662	PRO BLEND
Registration Number:	4865801	PRO SERIES
Registration Number:	4884460	PRO SERIES
Registration Number:	4999329	PRO SERIES
Registration Number:	4716413	PRO ZYMES
Registration Number:	4841836	PROZYMES
Registration Number:	3411396	PRS
Registration Number:	4746567	RED LEOPARD
Registration Number:	4170460	RESCUE KLEAR
Registration Number:	5624011	ROBO H2O
Registration Number:	5624012	ROBO H2O
Registration Number:	3416472	SALT SHOCK
Registration Number:	3391062	SEAKLEAR
Registration Number:	1016039	SEAKLEAR
Registration Number:	5225946	SMARTZYME
Registration Number:	4923111	SMARTZYME
Registration Number:	4913998	SMARTZYME
Registration Number:	4812264	SOLAR SHIELD
Registration Number:	3289108	SOLARBALL
Registration Number:	5345985	SOLARPILL
Registration Number:	3244159	SOLARPILL
Registration Number:	4982789	SPA PERFECT
Registration Number:	3289107	SPRINGBALL
Registration Number:	3244548	SPRINGPILL
Registration Number:	4847548	TRIPLE ACTION

Property Type	Number	Word Mark
Registration Number:	4863485	WE WATER EFFICIENT
Registration Number:	3289106	WINTERBALL
Registration Number:	3287142	WINTERPILL
Registration Number:	2400641	YELLOW GONE
Registration Number:	1345458	YELLOW OUT
Registration Number:	4240145	DE FLEA
Registration Number:	1897162	YELLOW RELIEF
Serial Number:	88005929	INSTANT POOL WATER CONDITIONER

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/ AG
DATE SIGNED:	01/28/2019

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 28, 2019 (this "Agreement") by each of the entities listed on the signature pages hereto (each a "Grantor"), in favor of Barclays Bank PLC ("Barclays"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in Term Loan Agreement (as defined below)) subject to the terms and conditions set forth in that certain Term Loan Agreement, dated as of August 26, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Term Loan Agreement"), by and among, *inter alios*, Kronos Acquisition Intermediate Inc., a Delaware corporation, Kronos Acquisition Holdings Inc., a Delaware corporation, the other Borrowers party thereto, the Lenders from time to time party thereto and Barclays Bank PLC, in its capacities as administrative agent and collateral agent for the Lenders. The parties hereto agree as follows:

SECTION 1. **Terms.** 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 prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby confirms its grant of security interest to the Agent in all of its right, title and interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

SECTION 3.

A. all Trademarks and the goodwill associated with the Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto

C. all Copyrights, including the Copyright registrations, pending applications for registration in the United States Copyright Office and exclusive licenses for Copyrights registered in the United States Copyright Office, in each case, listed on Schedule III; and

D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 4. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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 5. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the day and year first above written.

NC BRANDS L.P.

By: KIK International LLC, its general partner

By: 

Name: Alay Shah

Title: Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (TERM LOAN) (2019 Joinder)]

TRADEMARK
REEL: 006543 FRAME: 0484

SCHEDULE I



TRADEMARKS

APPL. NO.	REG. NO.	REG. DATE	Trademark
85324858	4083231	01/10/2012	ALGAE BREAK90 ALGAE Break90
78573087	2998346	09/20/2005	AQUAPILL AQUAPILL
86931132	5530695	07/31/2018	BLUE PRINT BLUE PRINT ●●●●●
86931099	5638308	12/25/2018	BLUEPRINT BLUEPRINT
85966085	4558753	07/01/2014	BUG BREAKFREE BUG BREAKFREE
78911577	3363740	01/01/2008	CLARIFIER PLUS CLARIFIER PLUS
86542899	4984443	06/21/2016	CLEAR AID Clear aid
86545905	4974329	06/07/2016	CLEARIFY Clearify
74537590	1924991	10/10/1995	CORAL SEAS
85325168	4077062	12/27/2011	COVER FREE

Schedule I

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TRADEMARK
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			Cover Free
86934177	5196907	05/02/2017	COVER WEEKLY COVER WEEKLY
87325652	5308456	10/10/2017	CURVE CURVE
87055024	5169798	03/28/2017	Design Only 
85768485	4441340	11/26/2013	Design Only 
74058341	1638795	03/26/1991	DRIVE OUT
86320361	4878858	12/29/2015	GREEN RELIEF GREEN RELIEF
74703262	2309509	01/18/2000	GREEN TO CLEAN
76689353	3548672	12/23/2008	HEATKEEPER
85325081	4159302	06/12/2012	INSTANT POOL WATER CONDITIONER Instant Pool Water Conditioner
85881552	4421837	10/22/2013	MERCURY MERCURY
85754656	4752285	06/09/2015	MIGHTY PODS MIGHTY PODS

Schedule I

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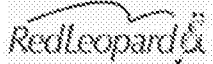

TRADEMARK
REEL: 006543 FRAME: 0486

85874652	4458005	12/31/2013	NATURAL CHEMISTRY NATURAL CHEMISTRY
85538452	4416741	10/15/2013	NATURAL CHEMISTRY 
74134849	1745391	01/12/1993	NATURAL CHEMISTRY
86418426	4973966	06/07/2016	PERFECT PERFECT
86543113	4984444	06/21/2016	PERFECT WEEKLY Perfect weekly
75564208	2582644	06/18/2002	PHOSFREE
78902030	3241882	05/15/2007	POOL BLANKET IN A PILL POOL BLANKET IN A PILL
85874762	4535813	05/27/2014	POOL MAGIC POOL MAGIC
85324935	4710209	03/31/2015	POOL PERFECT Pool Perfect
78923853	3305024	10/02/2007	POOL WINTERIZER IN A PILL Pool Winterizer in a Pill
86376692	4860662	11/24/2015	PRO BLEND PRO BLEND
86561004	4865801	12/08/2015	PRO SERIES

Schedule I

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TRADEMARK
REEL: 006543 FRAME: 0487

			PRO SERIES
86561102	4884460	01/12/2016	PRO SERIES 
86561171	4999329	07/12/2016	PRO SERIES PRO SERIES
86392277	4716413	04/07/2015	PRO ZYMES PRO ZYMES
86044207	4841836	10/27/2015	PROZYMES
77115857	3411396	04/15/2008	PRS PRS
86320311	4746567	06/02/2015	RED LEOPARD 
85366848	4170460	07/10/2012	RESCUE KLEAR RESCUE KLEAR
87701596	5624011	12/4/2018	ROBO H2O ROBO H2O
87701630	5624012	12/4/2018	ROBO H2O robo H2O
78957426	3416472	04/22/2008	SALT SHOCK SALT SHOCK
77141568	3391062	03/04/2008	SEAKLEAR 

Schedule I

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TRADEMARK
REEL: 006543 FRAME: 0488

72421353	1016039	07/15/1975	SEAKLEAR SEAKLEAR
86905107	5225946	06/20/2017	SMARTZYME 
85917472	4923111	03/22/2016	SMARTZYME SMARTZYME
85682398	4913998	03/08/2016	SMARTZYME 
86530519	4812264	09/15/2015	SOLAR SHIELD SOLAR SHIELD
78921336	3289108	09/04/2007	SOLARBALL SolarBall
87438133	5345985	11/28/2017	SOLARPILL SOLARPILL
78790530	3244159	05/22/2007	SOLARPILL 
86780994	4982789	06/21/2016	SPA PERFECT SPA PERFECT
78921334	3289107	09/04/2007	SPRINGBALL SpringBall
78911586	3244548	05/22/2007	SPRINGPILL SPRINGPILL
86418444	4847548	11/03/2015	TRIPLE ACTION

Schedule I

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85682388	4863485	12/01/2015	WE WATER EFFICIENT 
78921329	3289106	09/04/2007	WINTERBALL WinterBall
78911581	3287142	08/28/2007	WINTERPILL WINTERPILL
75513267	2400641	10/31/2000	YELLOW GONE
73471790	1345458	07/02/1985	YELLOW OUT
85325143	4240145	11/13/2012	DE FLEA DE FLEA
74432146	1897162	05/30/1995	YELLOW RELIEF

TRADEMARK APPLICATIONS

Application Number	Application Date	Trademark
88005929	06/19/2018	INSTANT POOL WATER CONDITIONER INSTANT POOL WATER CONDITIONER

SCHEDULE II

PATENTS

Date Granted	Patent Number	Description
05/20/2014	8,728,406	Dispensers Especially Adapted for Use in Vessels Such as Swimming Pools and Spas
06/02/2015	9,045,914	Pool Accessories and Systems
05/23/2017	9,656,882	Water Treatment Composition and Method of Using Same
09/07/2010	7,790,042	Method for the Removal of Submicron Particulates from Chlorinated Water by Sequentially Adding a Cationic Polymer Followed by Adding an Anionic Polymer
07/27/2010	7,763,178	Biodegradable Surface Layer Film for Pools or Spas to Prevent Evaporation and Heat Loss
09/20/2011	8,021,545	Biodegradable Surface Layer Film for Pools or Spas to prevent Evaporation and Heat Loss
11/14/2000	6,146,539	TREATMENT OF SWIMMING POOL WATER
01/15/2002	6,338,800	Methods And Compositions Using Lanthanum For Removing Phosphates From Water
02/25/2003	6,524,487	METHODS AND COMPOSITIONS USING LANTHANUM FOR REMOVING PHOSPHATE FROM WATER
01/25/2005	6,846,432	REMOVAL OF PHOSPHATE FROM WATER
07/03/2007	7,238,287	METHOD FOR PROVIDING SAFE, CLEAN CHLORINATED RECREATIONAL WATER

Schedule II

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09/20/2005	6,946,076	REMOVAL OF PHOSPHATE FROM WATER
01/11/2011	7,867,412	COMPOSITION AND METHOD FOR SUPPRESSING WATER EVAPORATION AND HEAT LOSS
12/09/2008	7,462,296	FORMULATION FOR PROVIDING SAFE, CLEAN CHLORINATED RECREATIONAL WATER
07/02/2013	8,474,081	VORTEX TURBINE CLEANER

PATENT APPLICATIONS

Filing Date	Application Number	Description
12/01/2017	15/829,129	Water-Soluble Encapsulated Chlorinating Agent
12/01/2017	15/829,451	Water-Soluble Encapsulated Clarifying Agent
12/1/2017	15/829,689	Water-Soluble Encapsulated Acidifying Agent
12/01/2017	15/829,546	Water-Soluble Encapsulated PH Control Agent
03/29/2018	15/940,931	Method and Composition for Moving Phosphates from Water
04/04/2018	15/945,154	Pool Cleaner With Gear Drive and Related Apparatus and Methods
12/02/2016	15/367,853	Steering System for Pool Cleaners
05/16/2017	15/596,121	Anti-Binding Ball Swivel
08/15/2018	TBD	Pool Cleaner With Diaphragm Cassette Unit and Retention Mechanism

Schedule I

08/15/2018	TBD	Pool Cleaner With Diaphragm Cassette Unit and Retention Mechanism
07/18/2018	29/610,964	Pool Cleaner With Diaphragm Cassette Unit and Retention Mechanism
09/21/2017	62/561,325	Wheeled Pool Cleaner With Removable Cover
01/15/2017	15/326,489	Automatic Pool Cleaner Gear Mechanism
01/18/2013	13/744,486	METHODS AND COMPOSITIONS USING ZINC FOR REMOVING PHOSPHATES FROM WATER
TBD	62/430,706	WATER-SOLUBLE ENCAPSULATED CLARIFYING AGENT
TBD	62/430,696	WATER-SOLUBLE ENCAPSULATED CLARIFYING AGENT

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.

Schedule III

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RECORDED: 01/28/2019

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