

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse International		01/31/2019	Limited Liability Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Cover-Pools, Inc.		
Street Address:	2580 S. Decker Lake Blvd, Suite 300		
City:	West Valley City		
State/Country:	UTAH		
Postal Code:	84119		
Entity Type:	Corporation: UTAH		
Name:	Zodiac Pool Systems, LLC		
Street Address:	2620 Commerce Way		
City:	Vista		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Aqua Products, Inc.		
Street Address:	25 Rutgers Avenue		
City:	Cedar Grove		
State/Country:	NEW JERSEY		
Postal Code:	07009		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3125727	AQUABOT	
Registration Number:	4321127	AQUABOT	
Registration Number:	4561332	AQUABOT	
CORRESPONDENCE DATA			
Fax Number:	2122919868		

OP \$90.00 3125727

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: 2125584229
Email: demarcor@sullcrom.com, nguyenb@sullcrom.com
Correspondent Name: Raffaele A. DeMarco
Address Line 1: 125 Broad Street
Address Line 2: Sullivan & Cromwell LLP
Address Line 4: New York, NEW YORK 10004-2498

NAME OF SUBMITTER:	Raffaele A. DeMarco
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SIGNATURE:	/Raffaele A. DeMarco/
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DATE SIGNED:	02/01/2019
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Total Attachments: 6

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PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This PARTIAL RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of January 31, 2019 (the "Effective Date"), by Credit Suisse International, as collateral agent (in such capacity and any successor in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) in favor of Cover-Pools, Inc. ("Cover-Pools" or a "Grantor"), Zodiac Pool Systems, LLC ("Zodiac" or a "Grantor") and Aqua Products, Inc. ("Aqua" or a "Grantor"), collectively with Cover-Pools and Zodiac, the "Grantors"). Capitalized terms used in this Release and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, the Grantors entered into that certain Credit and Guaranty Agreement, dated as of July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Borrowers, Holdings, certain subsidiaries of Holdings party thereto as Guarantors from time to time, the Lenders party thereto from time to time, Credit Suisse International, as Term Loan Administrative Agent and Collateral Agent and Banco Bilbao Vizcaya Argentaria, S.A., as Revolving Facility Administrative Agent;

WHEREAS, pursuant to the Credit Agreement, each Grantor executed and delivered that certain U.S. Pledge and Security Agreement, dated as of July 2, 2018, by and among the Grantors, the other U.S. Credit Parties party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and Security Agreement, the parties entered into the Intellectual Property Security Agreement, dated as of July 2, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement");

WHEREAS, under the terms of the IP Security Agreement, the Grantors granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, the Intellectual Property Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on July 5, 2018, at Reel / Frame 046622/0001 (with regard to patents) and at Reel / Frame 6372/0731 (with regard to trademarks);

WHEREAS, the patents and patent applications listed on Schedule A attached hereto, all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing, and all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing (collectively, the "Released Patents") and the trademark and service mark registrations and applications listed on Schedule B attached hereto, all reissues, divisions, continuations,

continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing, and all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing (collectively, the “Released Trademarks”) were included among the patents and trademarks and related rights in the applicable schedule to the IP Security Agreement;

WHEREAS, the Released Patents and Released Trademarks are being conveyed by a Grantor to a person that is not (and is not required to become) a Credit Party (as defined in the Credit Agreement) under the Credit Agreement; and

WHEREAS, in accordance with the terms set forth in the Credit Agreement and the Security Agreement, the Collateral Agent, now desires to terminate and release its security interest in the Released Patents and Released Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Collateral Agent hereby states as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Collateral Agent, on behalf of itself and the Secured Parties, without representation or warranty of any kind, hereby terminates, releases and discharges, without recourse or warranty, its and the Secured Parties’ liens on and security interests in and to all of the right, title and interest of the Collateral Agent and the Secured Parties in, to and under the Released Patents and Released Trademarks. Nothing herein is, or shall be deemed, a termination, cancellation, release or other modification of the Collateral Agent’s or the Secured Parties’ security interests or liens on any of the Intellectual Property Collateral other than the Released Patents and Released Trademarks.

SECTION 3. Effect of Release. For the avoidance of any doubt, the release hereunder is limited only and solely to the Grantors (as defined herein), and to the Released Patents and Released Trademarks (each as defined herein), and such release shall not apply in any respect to any other parties to the IP Security Agreement. The Collateral Agent and the Secured Parties reserve and retain its and their security interests and liens (and any other right, title or interest) in and to all intellectual property of such other parties, which security interests remain uninterrupted and undisturbed. Except as to the Released Patents and Released Trademarks, the IP Security Agreement and the security interests and liens of Collateral Agent and the Secured Parties in the Intellectual Property Collateral shall continue in full force and effect as if this Release had not been provided.

SECTION 4. Authorization. The Collateral Agent hereby authorizes and requests the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, and any other applicable government officer or relevant governmental authority, to record this Release.

SECTION 5. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated by this Release.

SECTION 6. General Provisions.

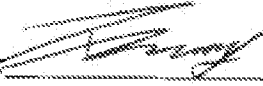
- a. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
- b. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.
- c. This Release and the transactions contemplated hereby, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

Credit Suisse International,
as Collateral Agent

By


Name: Ian Croft
Title: Authorised Signatory



Mrs Borisova
Director

SCHEDULE A

Patents

	Title	Application Number	File Date	Publication Number	Publication Date	Record Owner
1.	Apparatus and method of operation for high-speed swimming pool cleaner	09/162953	9/29/1998	6099658	08/08/2000	Aqua Products, Inc.
2.	Segmented brush assembly for power driven pool cleaner	09/162952	9/29/1998	6212725	4/10/2001	Aqua Products, Inc.
3.	Cable uncoiling device for robotic pool cleaner	09/707763	11/7/2000	6448494	9/10/2002	Aqua Products, Inc.
4.	Pool cleaning method and apparatus	10/209164	7/30/2002	6815918	11/9/2004	Aqua Products, Inc.
5.	Automated swimming pool cleaner with stationary projecting pivot member	11/606809	11/29/2006	7827643	11/9/2010	Aqua Products, Inc.
6.	Pool cleaner baseplate with inlet extension members and recessed wheels	12/283490	9/11/2008	8505142	8/13/2013	Aqua Products, Inc.
7.	Adjustable intake port for submersible pool and tank cleaner	13/632428	10/1/2012	8590090	11/26/2013	Aqua Products, Inc.
8.	Waterproof separable swivel connector	13/965597	8/13/2013	9203199	12/1/2015	Aqua Products, Inc.
9.	Waterproof separable swivel connector	14/776824	3/12/2014	9716338	7/25/2017	Aqua Products, Inc.
10.	Cylindrical brush with locking pin	09/754975	1/4/2001	6564417	5/20/2003	Aqua Products, Inc.
11.	Directional control of robotic pool cleaners	15/823596	11/28/2017			Aqua Products, Inc.

SCHEDULE B
Trademarks

	Mark	Status	Application No.	Application Date	Registration No.	Record Owner
1.	AQUABOT (& Design)	Registered	78461462	8/3/2004	3125727	Aqua Products, Inc.
2.	AQUABOT	Registered	85713129	8/26/2012	4321127	Aqua Products, Inc.
3.	AQUABOT Logo	Registered	85957149	6/11/2013	4561332	Aqua Products, Inc.