

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POOLPAK, LLC		12/19/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2650410	CLIMATEPAK	
Registration Number:	4911949	POOLPAK	
Registration Number:	5378636	COMMANDPAK	
Registration Number:	5378631	ROOFCOMPAK	
Registration Number:	4849163	ELECTRO-GUARD	
Registration Number:	4849162	VIRTUAL-TECH	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<i>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.</i>			
Phone:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	058550-000092		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		

CH \$165.00 2650410

DATE SIGNED:	12/20/2018
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Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 19, 2018, is made by POOLPAK, LLC, a Delaware limited liability company (the "Company"), in favor of CIBC Bank USA, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent"). All capitalized terms used in this Agreement and not otherwise defined shall have the same meanings as in the Credit Agreement referenced below.

RECITALS

A. The Company and certain of its Affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company and certain of its Affiliates.

B. The Company and certain of its Affiliates have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Company is required to execute and deliver to the Administrative Agent, for the ratable benefits of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, the Company has granted to the Administrative Agent, for the ratable benefits of the Lenders, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Company and its Affiliates under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;


- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Company hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Company has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

POOLPAK, LLC

By: 
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
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POOLPAK, LLC

By: _____
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By:  _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006560 FRAME: 0482

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

N/A

U.S. Patent Applications

N/A

Non-U.S. Patent Registrations

N/A

Non-U.S. Patent Applications

N/A

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Country</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Application/Registration Date</u>	<u>Mark</u>	<u>Current Assignee / Remarks</u>
US	76201214	2650410	01/29/2001 11/12/2002	CLIMATEPAK	POOLPAK, LLC
US	86386724	4911949	09/05/2014 03/08/2016	POOLPAK	POOLPAK, LLC
US	87478419	5378636	06/07/2017 01/16/2018	COMMANDPAK	POOLPAK, LLC
US	87478397	5378631	06/07/2017 01/16/2018	ROOFCOMPAK	POOLPAK, LLC
US	86389095	4849163	09/09/2014 11/10/2015	ELECTRO-GUARD	POOLPAK, LLC
US	86389081	4849162	09/09/2014 11/10/2015	VIRTUAL-TECH	POOLPAK, LLC

U.S. Trademark Applications

N/A

Non-U.S. Trademark Registrations

N/A

Non-U.S. Trademark Applications

N/A

Common Law Trademarks

The PoolPak® Proven Approach