

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535625

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the 85325143 previously recorded on Reel 006543 Frame 0571. Assignor(s) hereby confirms the Termination and Release of Security Interest (R/F 5611/0656).		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		01/28/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Natural Chemistry L.P.		
Street Address:	40 Richards Avenue		
Internal Address:	Suite 200		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74134849	NATURAL CHEMISTRY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	trademarks@agg.com		
Correspondent Name:	Anuj Desai Arnall Golden Gregory LLP		
Address Line 1:	171 17th St NW		
Address Line 2:	Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	30242.15		
NAME OF SUBMITTER:	Anuj Desai		
SIGNATURE:	/Anuj Desai/		
DATE SIGNED:	08/07/2019		
Total Attachments: 8			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest (R/F 5611/0656)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		01/28/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Natural Chemistry L.P.		
Street Address:	40 Richards Avenue, Suite 200		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Serial Number:	74134849	NATURAL CHEMISTRY	
Serial Number:	75564208	PHOSFREE	
Serial Number:	74684364	STARVER	
Serial Number:	85324858	ALGAE BREAK90	
Serial Number:	85324935	POOL PERFECT	
Serial Number:	85325081	INSTANT POOL WATER CONDITIONER	
Serial Number:	85325143	DE FLEA	
Serial Number:	85325168	COVER FREE	
Serial Number:	85682388	WE WATER EFFICIENT	
Serial Number:	85538452	NATURAL CHEMISTRY	
Serial Number:	85682398	SMARTZYME	
Serial Number:	85682386	ALGAE RISK INDEX	
Serial Number:	85682377	POOL QUALITY INDEX	
Serial Number:	85682379	HEALTHY POOL INDEX	
Serial Number:	78957426	SALT SHOCK	
Serial Number:	85803082	ENJOY CLEAR PERFECT SOFT SILKY WATER	
Serial Number:	85966085	BUG BREAKFREE	
Serial Number:	85874762	POOL MAGIC	
Serial Number:	85874652	NATURAL CHEMISTRY	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85917472	SMARTZYME
Serial Number:	86044207	PROZYMES
Serial Number:	86392277	PRO ZYMES
Serial Number:	86376692	PRO BLEND
Serial Number:	86543113	PERFECT WEEKLY
Serial Number:	86418426	PERFECT
Serial Number:	86418444	TRIPLE ACTION
Serial Number:	86543455	CLEARIFY CLEAN & CLEAR
Serial Number:	86542899	CLEAR AID
Serial Number:	86548597	RESOLVE
Serial Number:	86548573	SWIM PUCKS
Serial Number:	86548568	SWIM STICKS
Serial Number:	86548578	SWIM TABS
Serial Number:	86548585	SWIM NOW
Serial Number:	86548592	SWIM LATER
Serial Number:	86548600	SWIM SOON
Serial Number:	86547436	CLEARIFY
Serial Number:	86545905	CLEARIFY
Serial Number:	86561004	PRO SERIES
Serial Number:	86561102	PRO SERIES
Serial Number:	86561171	PRO SERIES
Serial Number:	86568418	ALGAE BREAK
Serial Number:	86576080	SOAK SOON
Serial Number:	86576143	SOAK TABS
Serial Number:	86576366	SOAK NOW

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: 5

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**TERMINATION AND RELEASE OF
MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS)**

THIS TERMINATION AND RELEASE OF MORTGAGE AND SECURITY AGREEMENT (TRADEMARKS) (this "Termination") is dated as of January 28, 2019 and made by Webster Bank, National Association, a national banking association chartered under the laws of the United States of America pursuant to a Loan Agreement (as defined below) and as the secured party (together with its successors and assigns in such capacities, the "Secured Party") to Natural Chemistry L.P. (successor by conversion from Natural Chemistry LLC; formerly known as NCI LLC), a Delaware limited partnership (the "Company"), and its successors and assigns, as applicable.

WHEREAS, pursuant to (i) that certain Mortgage and Security Agreement (Trademarks), dated as of July 1, 2015, by the Company in favor of the Secured Party (the "Trademark Security Agreement") and (ii) that certain Revolving Loan Agreement and Security Agreement, dated as of May 2, 2003 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among, *inter alios*, the Company and the Secured Party, a lien on and security interest in all right, title and interest in and to any and all of the Company's rights (the "Interests") in certain collateral then owned or thereafter acquired by such Company, including the Trademark Collateral (as hereinafter defined), was granted by the Company to the Secured Party;

WHEREAS, the Interests in the Trademark Collateral were recorded in the United States Patent and Trademark Office on August 25, 2015 in Reel 005611, Frame 0656; and

WHEREAS, the Secured Party desires to terminate and release the Interests in the Trademark Collateral and to reconvey any and all rights in the Trademark Collateral to the Company.

NOW, THEREFORE, for good and valuable consideration, the Secured Party hereby states as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Trademark Collateral. The term "Trademark Collateral" shall mean all right, title and interest in, to and under the following:

(a) United States Trademarks and trademark applications and all other corresponding trademarks and trademark applications in any states or foreign countries as set forth on Schedule A (the "Trademark Rights");

(b) all reissues or extensions thereof; and

(c) all claims for damages by reason of past or future infringement of the Trademark Rights with the right to sue for and collect said damages and the right to collect all royalties under any license agreements with respect to any of the Trademark Rights, whether now or hereafter granted.

3. Release of Security Interest. The Secured Party hereby terminates the Trademark Security Agreement and terminates, releases and discharges the Interests in the Trademark Collateral, and re-assigns to the Company any and all other right, title or interest the Secured Party may have in, to or under the Trademark Collateral without recourse, representation or warranty (either express or implied). Any Interest or other right, title or interest of the Secured in such Trademark Collateral shall hereby cease and become void.


The Secured Party hereby authorizes the Company, or the Company's authorized representatives to: (a) record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Interests of the Secured Party in the Trademark Collateral.

This Termination shall be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination to be executed by its duly authorized officer as of the date first written above.

WEBSTER BANK, NATIONAL ASSOCIATION,
as Secured Party

By: 
Name: Chris Magnum
Title: Vice President

SCHEDULE A

TRADEMARKS

Country	Trademark Name	Application No.	Registration No.
US	NATURAL CHEMISTRY	74/134,849	1,745,391
US	PHOSFREE	75/564,208	2,582,644
US	STARVER	74/684,364	1,976,539
US	ALGAE Break90	85/324,858	4,083,231
US	POOL PERFECT	85/324,935	4,710,209
US	INSTANT POOL WATER CONDITIONER	85/325,081	4,159,302
US	DE FLEA	85/325,143	4,240,145
US	COVER FREE	85/325,168	4,077,062
US	WE WATER EFFICIENT (Stylized/Design)	85/682,388	
US	NATURAL CHEMISTRY & Design	85/538,452	4,416,741
US	SMARTzyme & Design	85/682,398	
US	ALGAE RISK INDEX & Design	85/682,386	
US	POOL QUALITY INDEX (Stylized/Design)	85/682,377	
US	HEALTHY POOL INDEX (Stylized/Design)	85/682,379	
US	SALT SHOCK	78/957,426	3,416,472
US	ENJOY CLEAR PERFECT SOFT SILKY WATER (Stylized)	85/803,082	
US	BUG BREAKFREE	85/966,085	4,558,753
US	POOL MAGIC	85/874,762	4,535,813
US	NATURAL CHEMISTRY (Standard Characters/Woodmark)	85/874,652	4,458,005
US	SMARTZYME (Word Mark)	85/917,472	
US	PROZYME	86/044,207	
US	PRO ZYMES	86/392,277	4,716,413

Country	Trademark Name	Application No.	Registration No.
US	PRO BLEND	86/376,692	
US	PERFECT WEEKLY	86/543,113	
US	PERFECT	86/418,426	
US	TRIPLE ACTION	86/418,444	
US	CLEARIFY	86/543,455	
US	CLEAR AID	86/542,899	
US	RESOLVE	86/548,597	
US	SWIM PUCKS	86/548,573	
US	SWIM STICKS	86/548,568	
US	SWIM TABS	86/548,578	
US	SWIM NOW	86/548,585	
US	SWIM LATER	86/548,592	
US	SWIM SOON	86/548,600	
US	CLEARIFY (Service mark)	86/547,436	
US	CLEARIFY (Standard Characters)	86/545,905	
US	PRO SERIES	86/561,004	
US	PRO SERIES (Stylized/Design)	86/561,102	
US	PRO SERIES (Standard Characters)	86/561,171	
US	ALAGE BREAK	86/568,418	
US	SOAK SOON	86/576,080	
US	SOAK TABS	86/576,143	
US	SOAK NOW	86/576,366	