

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Balboa Water Group, LLC		11/17/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2364630	BALBOA ON BOARD!	
Registration Number:	1894981	BALBOA	
Registration Number:	2739735	SUV M7	
Registration Number:	2566518	M-7 SERIES POWER SYSTEMS	
Registration Number:	1898732		
Registration Number:	2619555	HYDROAIR	
Registration Number:	2184586	CYCLE VALVE	
Registration Number:	1525498	MICRO'SSAGE	
Registration Number:	1701068	GEMINI PLUS	
Registration Number:	3813494	M7	
Registration Number:	3997611	WOW	
Registration Number:	4316518		
Registration Number:	1785414	ULTRA JET	
Registration Number:	2430992	VICO	
Registration Number:	3758061	BALBOA	
Registration Number:	3758050	BALBOA WATER GROUP	
CORRESPONDENCE DATA			
Fax Number:			

TRADEMARK

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: 4155911000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	02/11/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 17, 2015, is made by Balboa Water Group, LLC, a Delaware limited liability company (the “Grantor”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of November 17, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among the Borrower, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BALBOA WATER GROUP, LLC, as Grantor

By: 

Name: Mark Lydecker

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

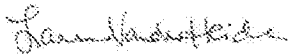
Very truly yours,

BALBOA WATER GROUP, LLC, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent



By: _____
Name: Lauren VonderHeide
Title: Assistant Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Balboa Water Group, LLC	HEATEFX	78/600,996	4/4/2005	3,071,085	3/21/2006	US
Balboa Water Group, LLC	MOODEFX	76/475,121	12/13/2002	3,055,870	1/31/2006	US
Balboa Water Group, LLC	F.A.S.T.	76/522,839	6/16/2003	2,952,685	5/17/2005	US
Balboa Water Group, LLC	BALBOA ON BOARD!	75/793,878	9/7/1999	2,364,630	7/4/2000	US
Balboa Water Group, LLC	BALBOA	74/524,535	5/13/1994	1,894,981	5/23/1995	US
Balboa Water Group, LLC	SUV M7	76/373,951	2/25/2002	2,739,735	7/22/2003	US
Balboa Water Group, LLC	M-7 SERIES POWER SYSTEMS	75/905,982	1/29/2000	2,566,518	5/7/2002	US
Balboa Water Group, LLC	SUNBURST DESIGN	74/524,542	5/13/1994	1,898,732	6/13/1995	US
Balboa Water Group,	HYDROAIR	76/026,155	4/17/2000	2619555	9/17/2002	US

LLC						
Balboa Water Group, LLC	CYCLE VALVE	75/115,303	6/6/1996	2,184,586	8/25/1998	US
Balboa Water Group, LLC	MICRO'SSAGE	73/720,214	4/4/1988	1,525,498	2/21/1989	US
Balboa Water Group, LLC	SLIMLINE		10/31/1989	091463	1/19/1990	California (State)
Balboa Water Group, LLC	THERA'SSAGE	73/796,741	5/1/1989	1570792	12/12/1989	US
Balboa Water Group, LLC	DRYJET	76/353,418	12/31/2001	3,098,450	5/30/2006	US
Balboa Water Group, LLC	GEMINI PLUS	74/088,814	8/16/1990	1,701,068	7/14/1992	US
Balboa Water Group, LLC	M7	77/850,413	10/16/2009	3,813,494	7/6/2010	US
Balboa Water Group, LLC	WOW	85/205,417	12/23/2010	3,997,611	7/19/2011	US
Balboa Water Group, LLC	DESIGN - SWIRL ICON	85/691,772	7/31/2012	4,316,518	4/9/2013	US
Balboa Water Group, LLC	ULTRA JET	74/260,684	3/30/1992	1,785,414	8/3/1993	US
Balboa Water Group, LLC	VARI-TECH	74/127,091	12/31/1990	1787266	8/10/1993	US

Balboa Water Group, LLC	VICO	75/775,779	8/10/1999	2430992	2/27/2001	US
Balboa Water Group, LLC	BALBOA	77/280,048	9/14/2007	3,758,061	3/9/2010	US
Balboa Water Group, LLC	BALBOA WATER GROUP	77/267,139	8/29/2007	3,758,050	3/9/2010	US