

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HASA, INC.		07/16/2020	Corporation: CALIFORNIA
INTER VALLEY POOL SUPPLY, INC.		07/16/2020	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	GOLDMAN SACHS BANK USA
<b>Street Address:</b>	2001 Ross Ave.
<b>Internal Address:</b>	Suite 2800
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	Chartered Bank: NEW YORK

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	4528815	HASA
Registration Number:	3550301	ALGI-BAN
Registration Number:	4885786	AURA KLOR
Registration Number:	5290845	GRANULATOR
Registration Number:	1485865	GYSAR
Registration Number:	3034036	HASA
Registration Number:	2205706	HASACHLOR
Registration Number:	5204762	MULTI-CHLOR
Registration Number:	2946037	NO-GLUG JUG
Registration Number:	2496035	PYRIGIN FREE
Registration Number:	2535239	SANI-CLOR
Registration Number:	3026274	SUPER STAIN-OUT
Registration Number:	2217823	TABULATOR
Registration Number:	1616596	THE LIQUIDATOR
Registration Number:	2071741	TILE BRITE
Registration Number:	4659400	YELLOWCIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5485689	DESERT STAR
Registration Number:	5979449	CLEARLY BETTER
Registration Number:	6025129	ACID 15
Serial Number:	88823869	BLUE WHALE
Serial Number:	88823906	
Serial Number:	86223486	IV CHLOR

**CORRESPONDENCE DATA**

Fax Number: 7045032622  
*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: 7045032600  
Email: msheehan@kslaw.com  
Correspondent Name: King & Spalding LLP  
Address Line 1: 300 S. Tryon St., Ste 1700  
Address Line 2: Attn: Moira Sheehan  
Address Line 4: Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	14868.515062
<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/Moira Sheehan/
<b>DATE SIGNED:</b>	07/20/2020

**Total Attachments: 4**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2020 (this "Trademark Security Agreement"), is made by HASA, INC., a California corporation and INTER VALLEY POOL SUPPLY, INC., a California corporation (each a "Grantor" and together the "Grantors") to and for the benefit of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement described below) (in such capacity, the "Collateral Agent").

WHEREAS, the Grantors have entered into a Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantors have collaterally assigned to the Collateral Agent and granted to the Collateral Agent for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, each Grantor hereby grants to the Collateral Agent, a security interest in all of such Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"): (a) all of its Trademarks (as defined in the Security Agreement) 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 Trademark; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

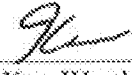
3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

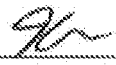
*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

**HASA, INC.**

By:   
Name: Ken Ward  
Title: Chief Financial Officer

**INTER VALLEY POOL SUPPLY, INC.**

By:   
Name: Ken Ward  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:



**GOLDMAN SACHS BANK USA,**  
as the Collateral Agent

By:  sc  
Name: Justin Betzen  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007002 FRAME: 0217**

**SCHEDULE 1 TO TRADEMARK SECURITY  
AGREEMENT**

<b>Ser. No.</b>	<b>Registration/ Application No.</b>	<b>Registration/ Filing Date</b>	<b>Mark</b>	<b>Credit Party</b>
86054692	4528815	05/13/2014		Hasa, Inc.
78955766	3550301	12/23/2008	ALGI-BAN	Hasa, Inc.
86658404	4885786	01/12/2016	AURA KLOR	Hasa, Inc.
87358000	5290845	09/19/2017	GRANULATOR	Hasa, Inc.
73683975	1485865	04/26/1988	GYSAR	Hasa, Inc.
76625914	3034036	12/27/2005	HASA	Hasa, Inc.
75380538	2205706	11/24/1998	HASACHLOR	Hasa, Inc.
87200032	5204762	05/16/2017	MULTI-CHLOR	Hasa, Inc.
78343534	2946037	05/03/2005	NO-GLUG JUG	Hasa, Inc.
76097824	2496035	10/09/2001	PYRIGIN FREE	Hasa, Inc.
75643197	2535239	02/05/2002	SANI-CLOR	Hasa, Inc.
76625913	3026274	12/13/2005	SUPER STAIN-OUT	Hasa, Inc.
75276769	2217823	01/12/1999	TABULATOR	Hasa, Inc.
73822478	1616596	10/09/1990	THE LIQUIDATOR	Hasa, Inc.
75127599	2071741	06/17/1997	TILE BRITE	Hasa, Inc.
86278695	4659400	12/23/2014	YELLOWCIDE	Hasa, Inc.
87659925	5485689	06/05/2018	DESERT STAR	Hasa, Inc.
88251748	5979449	02/04/2020	CLEARLY BETTER	Hasa, Inc.
88261914	6025129	03/31/2020	ACID 15	Hasa, Inc.
88679169	NONE	11/04/2019	CLEARLY BETTER. TOGETHER.	Hasa, Inc.
88679190	NONE	11/04/2019	CLEARLY. BETTER.	Hasa, Inc.
88823869	NONE	03/06/2020	BLUE WHALE	Hasa, Inc.
88823906	NONE	11/04/2019		Hasa, Inc.
86223486	4946773	04/26/2016	IV CHLOR	Inter Valley Pool Supply, Inc.