

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hayward Industries, Inc.		11/06/2020	Corporation: NEW JERSEY
GSG Holdings, Inc.		11/06/2020	Corporation: ARIZONA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5845326	PV3
Registration Number:	5453456	HYDRORITE
Registration Number:	6048151	MAXFLO
Registration Number:	5886097	MAXFLO VS
Registration Number:	5724837	OMNI
Registration Number:	5824133	VS OMNI
Registration Number:	5933305	OMNIHUB
Registration Number:	5726797	GOLDLINE
Registration Number:	5858688	CAT 6000
Registration Number:	5908088	PROGRID
Registration Number:	6040729	ASTROLITE
Registration Number:	5908306	TOTALLY HAYWARD
Registration Number:	6085072	T-CELL-3
Registration Number:	6085074	T-CELL-9
Registration Number:	6085079	T-CELL-15
Registration Number:	6085081	TCELL925
Registration Number:	6085083	TCELL940

OP \$515.00 5845326

Property Type	Number	Word Mark
Registration Number:	6113689	EXPERT LINE
Registration Number:	6171462	NOVO
Serial Number:	88805773	PARAMOUNT

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1290794 1L TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	11/18/2020

Total Attachments: 6

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ADDITIONAL CONVEYING PARTY

GSG Holdings, Inc.

ENTITY TYPE

Corporation

CITIZENSHIP

Arizona

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of November 6, 2020 (this “Trademark Security Agreement Supplement”), by and among Hayward Industries, Inc., a New Jersey corporation, and GSG Holdings, Inc., an Arizona corporation, (each, a “Grantor”) and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of August 4, 2017 (as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of September 28, 2018, and Amendment No. 2 to First Lien Credit Agreement, dated as of October 28, 2020, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among Hayward Industries, Inc., a New Jersey corporation (as survivor of the Merger (as defined in the First Lien Credit Agreement) with Hayward Acquisition Corp., a New Jersey corporation) (the “Borrower”), Hayward Intermediate, Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as supplemented by that certain Joinder No. 1 to First Lien Pledge and Security Agreement, dated as of September 28, 2018, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to (i) that certain First Lien Trademark Security Agreement, dated as of August 4, 2017, and (ii) that certain First Lien Trademark Security Agreement, dated as of September 28, 2018 (each as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, collectively, the “Trademark Security Agreement”) by and among the applicable Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “Additional Trademark Collateral”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including

but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Additional Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

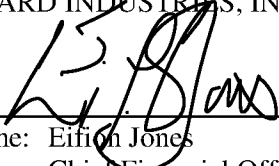
SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Trademark Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

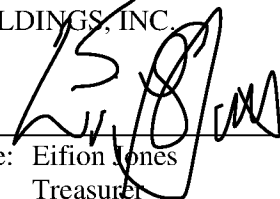
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

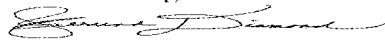
HAYWARD INDUSTRIES, INC.

By: 
Name: Eifion Jones
Title: Chief Financial Officer

GSG HOLDINGS, INC.

By: 
Name: Eifion Jones
Title: Treasurer

BANK OF AMERICA, N.A.
as Administrative Agent

By:  _____

Name: Gerund Diamond
Title: Vice President

SCHEDULE I

TRADEMARKS

Trademark	Registration / Serial No.	Registration / Filing Date	Owner
PV3	5845326	8/27/2019	GSG Holdings, Inc.
PARAMOUNT	88805773	2/21/2020	GSG Holdings, Inc.
HYDRORITE	5453456	4/24/2018	Hayward Industries, Inc.
MAXFLO	6048151	5/5/2020	Hayward Industries, Inc.
MAXFLO VS	5886097	10/15/2019	Hayward Industries, Inc.
OMNI	5724837	4/16/2019	Hayward Industries, Inc.
VS OMNI	5824133	8/6/2019	Hayward Industries, Inc.
OMNIHUB	5933305	12/10/2019	Hayward Industries, Inc.
GOLDLINE	5726797	4/16/2019	Hayward Industries, Inc.
CAT 6000	5858688	9/10/2019	Hayward Industries, Inc.
PROGRID	5908088	11/12/2019	Hayward Industries, Inc.
ASTROLITE	6040729	4/28/2020	Hayward Industries, Inc.
TOTALLY HAYWARD	5908306	11/12/2019	Hayward Industries, Inc.
T-CELL-3	6085072	6/23/2020	Hayward Industries, Inc.
T-CELL-9	6085074	6/23/2020	Hayward Industries, Inc.
T-CELL-15	6085079	6/23/2020	Hayward Industries, Inc.
TCELL925	6085081	6/23/2020	Hayward Industries, Inc.
TCELL940	6085083	6/23/2020	Hayward Industries, Inc.
EXPERT LINE	6113689	7/28/2020	Hayward Industries, Inc.
NOVO	6171462	10/6/2020	Hayward Industries, Inc.