

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GL INTERNATIONAL, LLC		11/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NOMURA CORPORATE FUNDING AMERICAS, LLC, as administrative agent		
Street Address:	309 W. 49th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1635495	AQUALINER	
Registration Number:	1659741	CANTAR	
Registration Number:	4530810	COVER DOCTORS	
Registration Number:	3019671	ESTATE	
Registration Number:	5449654	LIFEGUARD SAFETY COVERS	
Registration Number:	5460198	LIFEGUARD SAFETY PRODUCTS	
Registration Number:	4664779	LINER DOCTORS GLI POOL PRODUCTS SPECIALI	
Registration Number:	1622530	SECURAPOOL	
Registration Number:	1906542	SECUR & CLEAN	
Registration Number:	2973655	POOLZONE	
Registration Number:	5569519	TRUESTONE COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2125305243		
Email:	dcip@milbank.com, ehyla@milbank.com		
Correspondent Name:	Eric Hyla, Esq.		

CH \$290.00 1635495

Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER: 26152.00003

NAME OF SUBMITTER: Eric Hyla

SIGNATURE: /Eric Hyla/

DATE SIGNED: 11/23/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2020 (this “Agreement”), by and among GL INTERNATIONAL, LLC, a Delaware limited liability company (the “Grantor”) and NOMURA CORPORATE FUNDING AMERICAS, LLC, as administrative agent and collateral agent for the Secured Parties (together with one or more sub-agents or designees, in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit and Guaranty Agreement, dated as of December 18, 2018 (as amended by that certain First Incremental Facility Amendment, dated as of May 29, 2019, and that certain Second Incremental Facility Amendment, dated as of October 14, 2020, as supplemented by that certain Guaranty Supplement, dated as of March 27, 2020, and that certain Guaranty Supplement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Latham Pool Products, Inc., a Delaware corporation (the “Borrower”), Latham International Manufacturing Corp., a Delaware corporation (“Holdings”), the Subsidiary Guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, the “Lenders” and each a “Lender”), Nomura Corporate Funding Americas, LLC, as administrative agent and collateral agent for the Secured Parties and L/C Issuer and the other L/C Issuers party thereto, and (b) the Security Agreement dated as of December 18, 2018 (as supplemented by that certain Supplement No. 1, dated as of March 27, 2020, and that certain Supplement No. 2, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Pursuant to Section 7.10 of the Security Agreement and Section 6.13 of the Credit Agreement, the Grantor intends to become a Subsidiary Guarantor under the Security Agreement and Credit Agreement and is willing to execute and deliver this Agreement (i) as consideration for Loans previously made and Letters of Credit previously issued, (ii) to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and (iii) to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement 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, the Grantor, pursuant to the Security Agreement, did and hereby does 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 (the “Security Interest”) in all of the Grantor’s right, title and interest in the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any “intent-to-use” trademark applications prior to the filing of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto and to the extent, 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 under applicable federal Law.

SECTION 3. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Authorization. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts; Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. Any signature to this Agreement and the other documents delivered in connection herewith may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

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

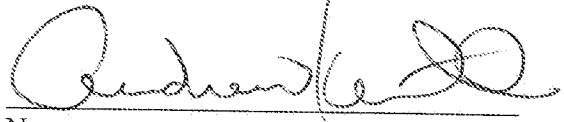
GL INTERNATIONAL, LLC, as Grantor

By 
Name: Scott M. Rajeski
Title: Chief Executive Officer, President
Secretary

[Signature Page to Trademark Security Agreement (GLD)]

TRADEMARK
REEL: 007113 FRAME: 0821

NOMURA CORPORATE FUNDING
AMERICAS, LLC, as Administrative Agent

By 

Name:

Title:

G. Andrew Keith
Executive Director

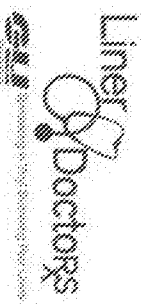
[Signature Page to Trademark Security Agreement (GLI)]

TRADEMARK
REEL: 007113 FRAME: 0822

Schedule I

TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

CTY	APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
US	73781448	February 17, 1989	AQUALINER	1635495	February 19, 1991	Active	GL International, LLC
CA	0613815	August 24, 1988	AQUALINER	TMAA368449	May 4, 1990	Active	GL International, LLC
US	73781411	February 17, 1989	CANTAR	1659741	October 8, 1991	Active	GL International, LLC
CA	0613811	August 24, 1988	CANTAR	TMAA368448	May 4, 1990	Active	GL International, LLC
US	85917033	April 29, 2013	COVER DOCTORS	4530810	May 13, 2014	Active	GLI Pool Products
CA	1194322	October 22, 2003	CLASSIC	TMAA630926	January 24, 2005	Active	GL International, LLC
US	78316897	October 22, 2003	ESTATE	3019671	November 29, 2005	Active	GL International, LLC
CA	1194321	October 22, 2003	ESTATE	TMAA633932	February 28, 2005	Active	GL International, LLC
US	87336784	February 15, 2017	LIPEGUARD SAFETY COVERS	5449654	April 17, 2018	Active	GLI Pool Products
US	87340329	February 17, 2017	LIPEGUARD SAFETY PRODUCTS	5460198	May 1, 2018	Active	GLI Pool Products
US	86169352	January 18, 2014	LINER DOCTORS GLI POOL PRODUCTS SPECIALIZING IN VINYL SWIMMING POOL LINERS & DESIGN	4664779	December 30, 2014	Active	GLI Pool Products

CTY	APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
							
US	73781451	February 17, 1989	SECURAPPOOL	1622530	November 13, 1990	Active	GL International, LLC
CA	0613814	August 24, 1988	SECURAPPOOL	TMAA359410	August 11, 1989	Active	GL International, LLC
US	74409701	July 7, 1993	SECUR & CLEAN	1906542	July 18, 1995	Active	GL International, LLC
CA	0732456	July 6, 1933	SECUR & CLEAN	TMAA436326	November 25, 1994	Active	GL International, LLC
CA	0623737	January 20, 1989	PULL TITE	TMAA369285	June 8, 1990	Active	GL International, LLC
US	78291063	August 22, 2003	POOLZONE	2973655	July 19, 2005	Active	GL International, LLC
US	87786198	February 6, 2018	TRUESTONE COLLECTION	5569519	September 25, 2018	Active	GLI Pool Products

Schedule I