

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	5		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AB SPE Guarantor LLC		05/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AB Issuer LLC		
Street Address:	7120 Samuel Morse Drive, Suite 300		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5948176	AMERICA'S SWIMMING POOL CO.	
Registration Number:	3876563	ASP AMERICA'S SWIMMING POOL COMPANY	
Registration Number:	6192905	CLEAN WATER MATTERS	
Registration Number:	5981226	CLEAN WATER MATTERS	
Registration Number:	4995867	POOLOPS	
CORRESPONDENCE DATA			
Fax Number:	10019-6064		
<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:	212 373 2488		
Email:	mamcdonough@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Marissa A. McDonough		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	023238-001		
NAME OF SUBMITTER:	Marissa A. McDonough		
SIGNATURE:	/Marissa A. McDonough/		

CH \$140.00 5948176

DATE SIGNED:	05/19/2021
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Trademark Assignment”) is made and entered into as of May 14, 2021 by and between AB SPE Guarantor LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia MD 21046 (“Assignor”), and AB Issuer LLC, a Delaware limited liability company located at 7120 Samuel Morse Drive, Suite 300, Columbia MD 21046 (“Assignee”) (collectively referred to as the “Parties”).

WHEREAS, pursuant to the Omnibus Closing Date Transfer Agreement between the Parties and certain other Transferors and Transferees party thereto, dated as of the date hereof (the “Agreement”), Assignor has Transferred all right, title and interest in and to its Conveyed IP (as defined by reference therein) throughout the world, including any and all trademarks, service marks and registrations and applications for the same listed on the attached Schedule 1 (collectively referred to as the “Trademarks”), and all goodwill connected with the use of or symbolized by the Trademarks; and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to Assignor’s Conveyed IP, including the Trademarks, and the Parties wish to record such acquisition in the United States Patent and Trademark Office; and

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Capitalized terms used herein and not defined herein have the meanings set forth in the Agreement.

Pursuant to the Agreement, Assignor hereby (i) irrevocably Transfers all of its right, title and interest in and to the Trademarks and the goodwill connected with the use of or symbolized by the Trademarks to the Assignee, absolutely and not as collateral security, without recourse (except as explicitly provided in the Agreement), to the Assignee; and (ii) vests in the Assignee all powers and rights of the Assignor under the Trademarks including to all proceeds therefrom and the right to bring an action at law or in equity for any infringement, misappropriation, dilution or other violation of any of the Trademarks occurring prior to the date hereof, and to collect all damages, settlements and proceeds relating to the Trademarks to have and to hold the same unto the Assignee and its successors and assigns forever, as of the date hereof

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a Trademark that would be invalidated, canceled, voided or abandoned due to the Transfer of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 U.S.C. Section 1051(c) or (d), unless and until such time that the Transfer of the Trademarks hereunder will not cause such Trademark to be invalidated, cancelled, voided or abandoned.

This Trademark Assignment is subject to all the terms and conditions of the Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that

shall be subject to the applicable terms and conditions of the Agreement, which govern the Parties' rights and interests in the applicable Conveyed IP.

THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO ANY CHOICE OR CONFLICTS OF LAW PRINCIPLES THAT WOULD LEAD TO THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS OF THE STATE OF NEW YORK.

This Trademark Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this TRADEMARK ASSIGNMENT to be duly executed and delivered as of the date first written above.

AB SPE GUARANTOR LLC

By: Brian Balconi

Name: Brian Balconi
Title: Chief Legal Officer and Secretary

AB ISSUER LLC

By: Brian Balconi

Name: Brian Balconi
Title: Chief Legal Officer and Secretary

**Schedule 1
Trademarks**

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date
AMERICA'S SWIMMING POOL CO.	88400340 24-APR-2019	5948176 31-DEC-2019
ASP AMERICA'S SWIMMING POOL COMPANY 	85001409 29-MAR-2010	3876563 16-NOV-2010
CLEAN WATER MATTERS	88645726 08-OCT-2019	6192905 10-NOV-2020
CLEAN WATER MATTERS	88392118 18-APR-2019	5981226 11-FEB-2020
POOLOPS  PoolOps	86519439 30-JAN-2015	4995867 12-JUL-2016