# CH \$1115.00 6295

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM650812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bath Authority LLC		05/28/2021	Limited Liability Company: PENNSYLVANIA

### **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

### **PROPERTY NUMBERS Total: 44**

Property Type	Number	Word Mark
Registration Number:	6295923	CREST
Registration Number:	6190666	UNIDOOR MADRID
Registration Number:	6158523	DREAMSTONE
Registration Number:	6097409	MAZE
Registration Number:	5841015	SAPPHIRE
Registration Number:	5831739	SAFESTOP
Registration Number:	5846011	L-BAR
Registration Number:	5767118	MIRAGE
Registration Number:	5649784	YOUR SHOWER DOOR PROJECT PARTNER
Registration Number:	5622789	SLIMLINE
Registration Number:	5622788	QWALL
Registration Number:	5622787	TOULON
Registration Number:	5622786	AVIGNON
Registration Number:	5622703	VISIONS
Registration Number:	5622702	QUATRA
Registration Number:	5622699	PRIME
Registration Number:	5622697	LUMEN
Registration Number:	5622696	ELEGANCE
Registration Number:	5613241	DREAMSTONE
		TRADEMARK

900620620 REEL: 007311 FRAME: 0606

Property Type	Number	Word Mark
Registration Number:	5580885	DUET
Registration Number:	5575985	CHARISMA
Registration Number:	5575967	CAVALIER
Registration Number:	5361248	SHOWER IN STYLE
Registration Number:	5361038	PYRAMID
Registration Number:	5361037	CYPHER AIR
Registration Number:	5361036	CYPHER
Registration Number:	5254107	UNIDOOR LUX
Registration Number:	5248854	UNIDOOR
Registration Number:	5248853	UNIDOOR PLUS
Registration Number:	5244264	ENCORE
Registration Number:	5205129	BUTTERFLY
Registration Number:	5145377	FRENCH CORNER
Registration Number:	5132858	AQUA UNO
Registration Number:	5124250	AQUA ULTRA
Registration Number:	5124249	ENIGMA
Registration Number:	5124248	AQUA LUX
Registration Number:	4909585	CLARITY
Registration Number:	4842482	SPARKLE
Registration Number:	4937316	THE ULTIMATE SHOWER DOOR EXPERIENCE
Registration Number:	4829128	THE ULTIMATE SHOWER DOOR
Registration Number:	4909446	CLEARMAX
Registration Number:	4696082	DREAMLINE DREAM IN STYLE
Registration Number:	4696081	DREAMLINE
Registration Number:	5831738	SAFECLOSE

### **CORRESPONDENCE DATA**

Fax Number: 2024083141

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: 2024083141

jean.paterson@cscglobal.com Email:

**Correspondent Name:** CSC

Address Line 1: 1090 Vermont Avenue, NW Washington, D.C. 20005 Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	06/01/2021

**Total Attachments: 7** 

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### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 28, 2021 (this "<u>Agreement</u>"), among Bath Authority LLC (the "<u>Grantor</u>") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the "<u>Collateral Agent</u>").

Reference is made to (a) the Credit Agreement dated as of November 23, 2020 (the "Credit Agreement"), among CP ATLAS INTERMEDIATE, INC., a Delaware corporation ("Initial Holdings"), CP ATLAS BUYER, INC. (the "Borrower"), the Lenders and Issuing Banks party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of November 23, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in <u>Section 1.01(b)</u> of the Collateral Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the "<u>Trademark Collateral</u>").

SECTION 3. <u>Collateral Agreement</u>. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. <u>Termination</u>. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. <u>Counterparts</u>. 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.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor

Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

[Signature Pages Follow]

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

Bath Authority LLC, as Grantor

By:

Name: Brent Korb

Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS

BRANCH, as Collateral Agent,

By:

Mikhail Faybusovich Name:

Title:

Authorized Signaotry

By:

Name: Andrew Griffin Title: Authorized Signatory

### Schedule I

## TRADEMARKS

US	US	US	SU	SU	US	US	SU	US	US	US	US	SU	SU	US	US	US	US	Country
ELEGANCE	LUMEN	PRIME	QUATRA	VISIONS	AVIGNON	TOULON	QWALL	SLIMLINE	YOUR SHOWER DOOR PROJECT PARTNER	MIRAGE	L-BAR	SAFESTOP	SAPPHIRE	MAZE	DREAMSTONE	UNIDOOR MADRID	CREST	Mark
87893552	87893555	87893560	87893563	87893566	87912458	87912461	87912464	87912467	87203008	87893558	87487959	88091878	88072268	88383247	87693861	88380619	88373818	App. No.
4/25/18	4/25/18	4/25/18	4/25/18	4/25/18	5/8/18	5/8/18	5/8/18	5/8/18	10/13/16	4/25/18	6/13/17	8/24/18	8/9/18	4/12/19	11/21/17	4/10/19	4/5/19	Filed
5622696	5622697	5622699	5622702	5622703	5622786	5622787	5622788	5622789	5649784	5767118	5846011	5831739	5841015	6097409	6158523	6190666	6295923	Reg. No.
12/4/18	12/4/18	12/4/18	12/4/18	12/4/18	12/4/18	12/4/18	12/4/18	12/4/18	1/18/19	6/4/19	8/27/19	8/13/19	8/20/19	7/7/20	9/22/20	11/03/20	6295923	Reg. Date
Bath Authority LLC (dba Dreamline)	Bath Authority LLC	Owner																
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status									

T SU	SU SU	US C	NS A	US E	US A	A SU	US F	US B	US E	U SU	US U	n Sn	US C	C	US P	SU	C Sn	C Sn	D Sn	US D	Country
THE ULTIMATE SHOWER DOOR EXPERIENCE	SPARKLE	CLARITY	AQUA LUX	ENIGMA	AQUA ULTRA	AQUA UNO	FRENCH CORNER	BUTTERFLY	ENCORE	UNIDOOR PLUS	UNIDOOR	UNIDOOR LUX	CYPHER	CYPHER AIR	PYRAMID	SHOWER IN STYLE	CAVALIER	CHARISMA	DUET	DREAMSTONE	Mark
86246600	86374181	86374183	87071575	87071580	87071582	87071581	87071568	87250919	87071584	87071578	87071579	87071576	87203011	87203012	87203013	87288730	87884260	87893545	87893550	87623250	App. No.
4/9/14	8/22/14	8/22/14	6/14/16	6/14/16	6/14/16	6/14/16	6/14/16	11/29/16	6/14/16	6/14/16	6/14/16	6/14/16	10/13/16	10/13/16	10/13/16	1/4/17	4/19/18	4/25/18	4/25/18	71/92/6	Filed
4937316	4842482	4909585	5124248	5124249	5124250	5132858	5145377	5205129	5244264	5248853	5248854	5254107	5361036	5361037	5361038	5361248	5575967	5575985	5580885	5613241	Reg. No.
4/12/16	10/27/15	3/1/16	1/17/17	1/17/17	1/17/17	1/31/17	2/21/17	5/16/17	7/18/17	6/25/17	6/25/17	8/1/17	12/19/17	12/19/17	12/19/17	12/19/17	10/2/18	10/2/18	10/9/18	11/20/18	Reg. Date
Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC	Bath Authority LLC	Bath Authority LLC	Owner
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status

US	US	US	US	SN	Country
SAFECLOSE	DREAMLINE	DREAMLINE DREAM IN STYLE DREAMLINE	CLEARMAX	THE ULTIMATE SHOWER DOOR	Mark
88091870	86420752	86420755	86279233	86246595	App. No.
08/24/18	10/10/14	10/10/14	5/13/14	4/9/14	Filed
5831738	4696081	4696082	4909446	4829128	Reg. No.
08/13/19	3/3/15	3/3/15	3/1/16	10/6/15	Reg. No.   Reg. Date
Bath Authority LLC	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Bath Authority LLC (dba Dreamline)	Owner
Registered	Registered	Registered	Registered	Registered	Status

TRADEMARK REEL: 007311 FRAME: 0615

**RECORDED: 06/01/2021**