

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653152

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hayward Industries, Inc.		06/01/2021	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	Gateway Village-900 Building, NC1-026-06-09 (MacLegal), 900 W Trade St		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88860937	OMNIPL	
<b>Serial Number:</b>	90511284	TIGERSHARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1396485 TM		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		
<b>SIGNATURE:</b>	/Theresa Volano/		
<b>DATE SIGNED:</b>	06/10/2021		
<b>Total Attachments: 5</b>			
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**ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of June 1, 2021, (this “Trademark Security Agreement Supplement”), by and between Hayward Industries, Inc., a New Jersey corporation (the “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 ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among Hayward Industries, Inc., a New Jersey corporation (as survivor of the Merger (as defined in the ABL Credit Agreement) with Hayward Acquisition Corp., a New Jersey corporation) (the “US Borrower”), Hayward Pool Products Canada, Inc. / Produits De Piscines Hayward Canada, Inc., a Canadian federal corporation (the “Canadian Borrower”) and, together with the US Borrower, the “Borrowers”), Hayward Intermediate, Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto the Administrative Agent.

Reference is also made to that certain US ABL Pledge and Security Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the US Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to (i) that certain ABL Trademark Security Agreement, dated as of August 4, 2017, and (ii) that certain ABL 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 ABL Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Under the terms of the Security Agreement, the 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, the 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 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. The 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.

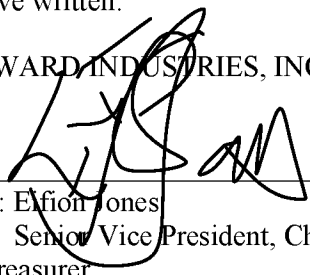
SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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: E. Jones  
Title: Senior Vice President, Chief Financial Officer  
and Treasurer

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: 

Name: Christy Bowen

Title: Senior Vice President

**SCHEDULE I**

**TRADEMARK APPLICATIONS**

<b>APPLICANT</b>	<b>APPLICATION NO.</b>	<b>FILING DATE</b>	<b>TRADEMARK</b>
Hayward Industries, Inc.	88860937	4/6/2020	OMNIPL
Hayward Industries, Inc.	90511284	2/4/2021	TIGERSHARK