

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bel-Aqua Pool Supply, LLC		09/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3523430	AQUA STEEL	
Registration Number:	2984715	DISTRIBUTORS OF EVERYTHING FOR A POOL OR	
Registration Number:	2996658	BEL~AQUA	
Registration Number:	2984714	EASTERN LEISURE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergekohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7671.026		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	09/01/2021		

OP \$115.00 3523430

Total Attachments: 5

source=8. Trademark Security Agreement#page1.tif

source=8. Trademark Security Agreement#page2.tif

source=8. Trademark Security Agreement#page3.tif

source=8. Trademark Security Agreement#page4.tif

source=8. Trademark Security Agreement#page5.tif

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS CREATED BY THIS TRADEMARK SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 28, 2020, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN VARAGON CAPITAL PARTNERS AGENT, LLC, AS FIRST LIEN AGENT, AND ALTER DOMUS (US) LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 1, 2021, is made by BEL-AQUA POOL SUPPLY, LLC, a Delaware limited liability company ("Grantor"), in favor of ALTER DOMUS (US) LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for all Holders (as defined in the Note Purchase Agreement referred to below) party to the Note Purchase Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Note Purchase Agreement, dated as of October 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among Grantor, the other Note Parties party thereto from time to time, the Holders from time to time party thereto and Collateral Agent, the Holders have severally agreed to purchase Notes from the Issuers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to that certain Second Lien Guarantee and Collateral Agreement, dated as of October 28, 2020 in favor of Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Holders and Collateral Agent to enter into the Note Purchase Agreement and to induce the Holders to purchase Notes from the Issuers thereunder, Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Holders, and grants to Collateral Agent for the benefit of the Holders a security interest in, all of its

right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein or in the Guarantee and Collateral Agreement, the Trademark Collateral shall not include any Excluded Property.

4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

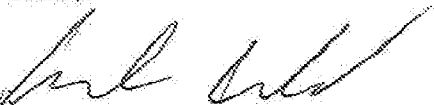
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEL-AQUA POOL SUPPLY, LLC,
as Grantor

By 

Name: Gabriel Wood

Title: Authorized Representative

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:  _____

Name: Matthew Trybula

Title: Associate Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS

<i>OWNER</i>	<i>TRADEMARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>	<i>REG. NO.</i>	<i>REG. DATE</i>
Bel-Aqua Pool Supply, LLC	AQUA STEEL	77301460	10/11/07	3523430	10/28/08
Bel-Aqua Pool Supply, LLC	DISTRIBUTORS OF EVERYTHING FOR A POOL OR SPA EXCEPT THE WATER AND THE WORRIES	76588177	4/22/04	2984715	8/16/05
Bel-Aqua Pool Supply, LLC	BEL~AQUA	76588178	4/22/04	2996658	9/20/05
Bel-Aqua Pool Supply, LLC	EASTERN LEISURE	76588176	4/22/04	2984714	8/16/05

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.