

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VARAGON CAPITAL PARTNERS AGENT, LLC		12/10/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	POOL & ELECTRICAL PRODUCTS, LLC		
Street Address:	1595 E. 6th Street		
Internal Address:	Suite 100		
City:	Corona		
State/Country:	CALIFORNIA		
Postal Code:	92879		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5262479	FORCE 1	
Registration Number:	4560960	FIRST CHOICE	
Registration Number:	4515635	FIRST CHOICE	
Registration Number:	4565415	F1RST CHOICE	
Registration Number:	4561284	FIRST CHOICE	
Registration Number:	4569543	FIRST CHOICE	
Registration Number:	4462819	FIRST CHOICE	
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:	1404215366413664		
Email:	afasolino@kslaw.com		
Correspondent Name:	Anthony Fasolino		
Address Line 1:	1180 Peachtree St NE		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Anthony Fasolino		
SIGNATURE:	/Anthony Fasolino/		

CH \$190.00 5262479

DATE SIGNED:	01/26/2022
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Total Attachments: 4

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of December 10, 2021, by VARAGON CAPITAL PARTNERS AGENT, LLC, as administrative agent (in such capacity, "Administrative Agent") for all Lenders, in favor of POOL & ELECTRICAL PRODUCTS, LLC, a California limited liability company ("Grantor"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Grantor and Administrative Agent were parties to that certain Trademark Security Agreement dated as of October 28, 2020 (the "Trademark Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, and thereby reaffirmed its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on October 28, 2020, at Reel 7088, Frame 0655;

WHEREAS, Grantor has requested that Administrative Agent execute this Trademark Release to evidence the release of its security interest in Trademark Collateral and the reassignment of any and all rights Administrative Agent may have in the same to the Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Administrative Agent hereby releases, terminates and discharges its security interest in all of Grantor's right, title and interest in, to and under the following (collectively the "Trademark Collateral"):

(a) each Trademark and 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, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

2. Administrative Agent hereby reassigns and conveys to Grantor, without any representation or recourse by Administrative Agent, any and all right, title and interest Administrative Agent may have in and to the Trademark Collateral.

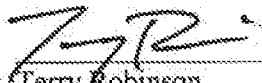
3. This Trademark Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Administrative Agent has caused this Trademark Release to be executed as of the day and year first above written.

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: Varagon Capital Partners, L.P., as its sole Member

By: 
Name: Terry Robinson
Title: Managing Director





Trademark Release

TRADEMARK
REEL: 007568 FRAME: 0106

SCHEDULE 1
TO
TRADEMARK RELEASE

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>
Pool & Electrical Products, LLC	FORCE 1	87111553	07/21/2016	5262479	08/08/2017
Pool & Electrical Products, LLC	FIRST CHOICE	85777836	11/13/2012	4560960	07/01/2014
Pool & Electrical Products, LLC	FIRST CHOICE	85777869	11/13/2012	4515635	04/15/2014
Pool & Electrical Products, LLC	FIRST CHOICE 	85963201	06/18/2013	4565415	07/08/2014
Pool & Electrical Products, LLC	FIRST CHOICE 	85926225	05/08/2013	4561284	07/01/2014
Pool & Electrical Products, LLC	FIRST CHOICE 	85926187	05/08/2013	4569543	07/15/2014
Pool & Electrical Products, LLC	FIRST CHOICE 	85963128	06/18/2013	4462819	01/07/2014

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.