

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718814

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INYO HOLDINGS, LLC		04/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MUZINICH BDC, INC.		
Street Address:	450 Park Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5172644	PURELINE	
Registration Number:	5088295	PURELINE	
Serial Number:	90903996	INYO POOLS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	046270.000008		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	04/04/2022		

OP \$90.00 5172644

Total Attachments: 5

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THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF DECEMBER 1, 2021, BY AND AMONG KEYBANK NATIONAL ASSOCIATION (THE "FIRST LIEN AGENT"), AND MUZINICH BDC, INC. (THE "SECOND LIEN AGENT"), AND ACKNOWLEDGED BY AQUA-LEISURE RECREATION, LLC, A DELAWARE LIMITED LIABILITY COMPANY (THE "AQUA BORROWER"), FLOAT ACQUISITION CORP., A DELAWARE CORPORATION (THE "FLOAT BORROWER", AND TOGETHER WITH THE AQUA BORROWER, COLLECTIVELY, THE "BORROWERS", AND EACH, A "BORROWER"), AND THE OTHER LOAN PARTIES THAT ARE SIGNATORIES TO THE ACKNOWLEDGMENT THERETO, TO ALL INDEBTEDNESS AND OTHER OBLIGATIONS (INCLUDING INTEREST) OWED BY THE BORROWERS TO THE FIRST LIEN LENDERS; AND EACH PARTY TO THIS CONFIRMATORY GRANT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "**Confirmatory Grant**") is made effective as of April 4, 2022, by and from INYO HOLDINGS, LLC, a Delaware limited liability company (the "**Grantor**"), to and in favor of MUZINICH BDC, INC. (the "**Grantee**") for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

WHEREAS, Recreational Products Consolidation Company, LLC, a Delaware limited liability company ("**Holdings**"), Aqua-Leisure Recreation, LLC, a Delaware limited liability company (the "**Aqua Borrower**"), FLOAT ACQUISITION CORP., a Delaware corporation (the "**Float Borrower**", and together with the Aqua Borrower, collectively, the "**Borrowers**" and each, a "**Borrower**"), certain subsidiaries of Holdings party thereto, the lenders party thereto and Muzinich BDC, Inc., as Administrative Agent and Collateral Agent, have entered into the Second Lien Credit and Guaranty Agreement, dated as of December 1, 2021 (as amended by that certain First Amendment to Second Lien Credit and Guaranty Agreement, dated as of April 4 2022, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, the Borrowers, Holdings, and certain subsidiaries of Holdings have entered into the Second Lien Pledge and Security Agreement, dated as of December 1, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**");

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on **Exhibit A** attached hereto, which listed Trademarks are pending or registered with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) **Definitions.** All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2) **The Security Interest.**

This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor. Upon the indefeasible payment in full in cash of all Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), the Grantee shall promptly, upon such satisfaction, execute, acknowledge and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks that are the subject of this Confirmatory Grant.

(a) The Grantor hereby grants to the Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks constituting Collateral now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds and products of such Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) **Pledge and Security Agreement.** The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) **Recordation.** The Grantor authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) **GOVERNING LAW.** THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) **Counterparts.** This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument. Delivery of an executed signature page of this Confirmatory Grant by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

INYO HOLDINGS, LLC

By: 

Name: Martin W. Stein

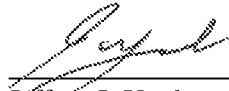
Title: Manager

Signature Page to Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 007679 FRAME: 0699

IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

MUZINICH BDC, INC.

By: 
Name: Jeffrey J. Youle
Title: CEO, Muzinich BDC, Inc.

**CONFIRMATORY GRANT OF
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

EXHIBIT A - SCHEDULE OF TRADEMARKS

**INYO Holdings, LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
PURELINE	5172644	03/28/2017
PURELINE	5088295	11/22/2016

Trademark Application

Mark	Appl. No.	Filing Date
INYO POOLS	90903996	08/26/2021