

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779717

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HASA, INC.		01/10/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	6847789	POOL PRO PLUS PROGRAM	
Registration Number:	6570855	HASA LIQUID FEEDER	
Registration Number:	6212610	CLEARLY BETTER. TOGETHER.	
Registration Number:	6162876		
Registration Number:	6157613	BLUE WHALE	
Registration Number:	6025129	ACID 15	
Registration Number:	5979449	CLEARLY BETTER	
Registration Number:	5485689	DESERT STAR	
Registration Number:	5290845	GRANULATOR	
Registration Number:	5204762	MULTI-CHLOR	
Registration Number:	4885786	AURA KLOR	
Registration Number:	4659400	YELLOWCIDE	
Registration Number:	4528815	HASA	
Registration Number:	3550301	ALGI-BAN	
Registration Number:	3034036	HASA	
Registration Number:	3026274	SUPER STAIN-OUT	
Registration Number:	2946037	NO-GLUG JUG	
Registration Number:	2535239	SANI-CLOR	
Registration Number:	2217823	TABULATOR	

OP \$740.00 6847789

Property Type	Number	Word Mark
Registration Number:	2205706	HASACHLOR
Registration Number:	2071741	TILE BRITE
Registration Number:	1616596	THE LIQUIDATOR
Registration Number:	1485865	GYSAR
Serial Number:	97617276	HASA
Serial Number:	97617199	PHOS OUT
Serial Number:	97617173	STAIN-OUT
Serial Number:	97617148	HASA-CIDE
Serial Number:	97617020	COPPERCIDE
Serial Number:	97345306	COMMERCIAL AQUATIC SERVICES

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 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: 037632.000220

NAME OF SUBMITTER: John Slaughter

SIGNATURE: /john slaughter/

DATE SIGNED: 01/10/2023

Total Attachments: 5

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of January 10, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between Antares Capital LP, as the 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 Agreement, the terms of the Intercreditor Agreement shall control.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of January 10, 2023, is made by HASA, INC., a California corporation (the “Grantor”), in favor of ALTER DOMUS (US) LLC (in its individual capacity, “Alter Domus”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of January 10, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HASA ACQUISITION, LLC, a Delaware limited liability company (together with each other Person who becomes a borrower thereunder by execution of a joinder or similar acknowledgment thereto, each individually, a “Borrower” and collectively, the “Borrowers”), the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Alter Domus, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of January 10, 2023 in favor of Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, 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, proceeds and Liabilities 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property (including any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by (but only until such statement is filed with and accepted by) the U.S. Patent and Trademark Office) and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien 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.

Section 6. Governing Law. This Second Lien 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, each Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HASA, INC., as Grantor

By: 

Name: Ken Ward
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007943 FRAME: 0046

ACCEPTED AND AGREED
as of the date first above written;

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Pinju Chiu
Its: Associate Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule 1

HASA, Inc.
(California Corporation)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
POOL PRO PLUS PROGRAM	6847789	09/13/2022
HASA LIQUID FEEDER	6570855	11/23/2021
CLEARLY BETTER. TOGETHER.	6212610	12/01/2020
Design Only	6162876	09/29/2020
BLUE WHALE	6157613	09/22/2020
ACID 15	6025129	03/31/2020
CLEARLY BETTER	5979449	02/04/2020
DESERT STAR	5485689	06/05/2018
GRANULATOR	5290845	09/19/2017
MULTI-CHLOR	5204762	05/16/2017
AURA KLOR	4885786	01/12/2016
YELLOWCIDE	4659400	12/23/2014
HASA and Design	4528815	05/13/2014
ALGI-BAN	3550301	12/23/2008
HASA	3034036	12/27/2005
SUPER STAIN-OUT	3026274	12/13/2005
NO-GLUG JUG	2946037	05/03/2005
SANI-CLOR	2535239	02/05/2002
TABULATOR	2217823	01/12/1999
HASACHLOR	2205706	11/24/1998
TILE BRITE	2071741	06/17/1997
THE LIQUIDATOR	1616596	10/09/1990
GYSAR	1485865	04/26/1988

Trademark Applications

Mark	Appl. No.	Filing Date
HASA and Design	97617276	10/03/2022
PHOS OUT	97617199	10/03/2022
STAIN-OUT	97617173	10/03/2022
HASA-CIDE	97617148	10/03/2022
COPPERCIDE	97617020	10/03/2022
COMMERCIAL AQUATIC SERVICES	97345306	04/04/2022