

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HASA, Inc.		01/10/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	88261914	ACID 15	
Serial Number:	78955766	ALGI-BAN	
Serial Number:	86658404	AURA KLOR	
Serial Number:	88823869	BLUE WHALE	
Serial Number:	88823906		
Serial Number:	88251748	CLEARLY BETTER	
Serial Number:	88679169	CLEARLY BETTER. TOGETHER.	
Serial Number:	97345306	COMMERCIAL AQUATIC SERVICES	
Serial Number:	97617020	COPPERCIDE	
Serial Number:	87659925	DESERT STAR	
Serial Number:	87358000	GRANULATOR	
Serial Number:	73683975	GYSAR	
Serial Number:	76625914	HASA	
Serial Number:	97617276	HASA	
Serial Number:	86054692	HASA	
Serial Number:	75380538	HASACHLOR	
Serial Number:	97617148	HASA-CIDE	
Serial Number:	90300775	HASA LIQUID FEEDER	
Serial Number:	87200032	MULTI-CHLOR	

CH \$740.00 88261914

Property Type	Number	Word Mark
Serial Number:	78343534	NO-GLUG JUG
Serial Number:	97617199	PHOS OUT
Serial Number:	90530835	POOL PRO PLUS PROGRAM
Serial Number:	75643197	SANI-CLOR
Serial Number:	97617173	STAIN-OUT
Serial Number:	76625913	SUPER STAIN-OUT
Serial Number:	75276769	TABULATOR
Serial Number:	73822478	THE LIQUIDATOR
Serial Number:	75127599	TILE BRITE
Serial Number:	86278695	YELLOWCIDE

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	01/10/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 10, 2023, is made by HASA, INC. (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (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 Antares, as Agent for the Lenders and the L/C Issuers, 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 Guaranty and Security Agreement dated as of the date hereof 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 a party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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 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 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 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, the 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.

HASA, INC., as Grantor

By: 

Name: Ken Ward

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Arvin Shahnazi
Name: Arvin Shahnazi
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date
United States (USPTO)	ACID 15	ACID 15	88261914	6025129	01/15/2019	03/31/2020
United States (USPTO)	ALGI-BAN	ALGI-BAN	78955766	3550301	08/18/2006	12/23/2008
United States (USPTO)	AURA KLOR	AURA KLOR	86658404	4885786	06/10/2015	01/12/2016
United States (USPTO)	BLUE WHALE	BLUE WHALE	88823869	6157613	03/06/2020	09/22/2020
United States (USPTO)	Blue Whale Logo		88823906	6162876	03/06/2020	09/29/2020
United States (USPTO)	CLEARLY BETTER	CLEARLY BETTER	88251748	5979449	01/07/2019	02/04/2020
United States (USPTO)	Clearly Better. Together.	Clearly Better. Together.	88679169	6212610	11/04/2019	12/01/2020
United States (USPTO)	COMMERCIAL AQUATIC SERVICES	COMMERCIAL AQUATIC SERVICES	97345306		04/04/2022	
United States (USPTO)	COPPERCIDE	COPPERCIDE	97617020		10/03/2022	
United States (USPTO)	DESERT STAR	DESERT STAR	87659925	5485689	10/25/2017	06/05/2018
United States (USPTO)	GRANULATOR	GRANULATOR	87358000	5290845	03/03/2017	09/19/2017
United States (USPTO)	GY5AR		73683975	1485863	09/14/1987	04/26/1988
United States (USPTO)	HASA	HASA	76625914	3034036	12/27/2004	12/27/2005
United States (USPTO)	HASA		97617276		10/03/2022	

IP Office	Matter Title	Image	Application Number	Registration Number	App. Date/Filing Date	Reg. Date/Issue Date
United States (USPTO)	HASA and Design		86054692	4528815	09/03/2013	05/13/2014
United States (USPTO)	HASACHLOR		75380538	2205706	10/28/1997	11/24/1998
United States (USPTO)	HASA-CIDE	HASA-CIDE	97617148		10/03/2022	
United States (USPTO)	HASA LIQUID FEEDER	HASA LIQUID FEEDER	90300775	6570855	11/05/2020	11/23/2021
United States (USPTO)	MULTI-CHLOR	MULTI-CHLOR	87200032	5204762	10/11/2016	05/16/2017
United States (USPTO)	NO-GLUG JUG	NO-GLUG JUG	78343534	2946037	12/19/2003	05/03/2005
United States (USPTO)	PHOS OUT	PHOS OUT	97617199		10/03/2022	
United States (USPTO)	POOL PRO PLUS PROGRAM	Pool Pro Plus Program	90530835	6847789	02/16/2021	09/13/2022
United States (USPTO)	SANI-CLOR		75643197	2535239	02/17/1999	02/05/2002
United States (USPTO)	STAIN-OUT	STAIN-OUT	97617173		10/03/2022	
United States (USPTO)	SUPER STAIN-OUT	SUPER STAIN-OUT	76625913	3026274	12/27/2004	12/13/2005
United States (USPTO)	TABULATOR		75276769	2217823	04/18/1997	01/12/1999
United States (USPTO)	THE LIQUIDATOR		73822478	1616596	08/30/1989	10/09/1990
United States (USPTO)	TILE BRITE		75127599	2071741	07/01/1996	06/17/1997
United States (USPTO)	YELLOWCIDE	YELLOWCIDE	86278695	4659400	05/12/2014	12/23/2014

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RECORDED: 01/10/2023

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