

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hayward Industries, Inc.		08/02/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	Gateway Village-900 Building, NC1-026-06-09 (MacLegal) 900 W Trade St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	98026062	AQUARITE S3 OMNI	
Serial Number:	98026066	OMNI	
Serial Number:	98026058	OMNILOGIC	
Serial Number:	98026061	OMNIPL	
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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2128157 TM A		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	09/25/2023		
Total Attachments: 5			

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of August 2, 2023 (this "Trademark Security Agreement Supplement"), by and between Hayward Industries, Inc., a New Jersey corporation, (the "Grantor") and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of August 4, 2017 (as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of September 28, 2018, Amendment No. 2 to First Lien Credit Agreement, dated as of October 28, 2018, as amended and restated by Amendment No. 3 to First Lien Credit Agreement, dated as of May 28, 2021, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Hayward Industries, Inc., a New Jersey corporation (the "Borrower"), Hayward Intermediate, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain First Lien Pledge and Security Agreement dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain First Lien Trademark Security Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Trademark Security Agreement") by and between the Grantor thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the the Grantor and regardless of where located (collectively, the "Additional Trademark Collateral");

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future

infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Additional Trademark Collateral include (i) any foreign IP Rights and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

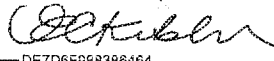
SECTION 5. *Counterparts.* This Trademark Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first written above.

HAYWARD INDUSTRIES, INC.

DocuSigned by:



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By: _____

Name: Elisabeth Kibler

Title: Vice President, Treasury

Aug 1, 2023 | 17:19 EDT

[Signature Page to First Lien Trademark Security Agreement Supplement]

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BANK OF AMERICA, N.A.
as Administrative Agent

By: 
Name: _____
Title: **Denise Jones**
Vice President

[Signature Page to First Lien Trademark Security Agreement Supplement]

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TRADEMARK
REEL: 008208 FRAME: 0696

SCHEDULE I

REGISTERED TRADEMARKS

REGISTERED OWNER	REGISTRATION / SERIAL NUMBER	REGISTRATION DATE	TRADEMARK
Hayward Industries, Inc.	98/026,062	06/02/2023	AQUARITE S3 OMNI
Hayward Industries, Inc.	98/026,066	06/02/2023	OMNI
Hayward Industries, Inc.	98/026,058	06/02/2023	OMNILOGIC
Hayward Industries, Inc.	98/026,061	06/02/2023	OMNIPL

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK
none			

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