

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westport Pools, LLC		09/22/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Commerce Bank		
Street Address:	8000 Forsyth Blvd		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5933953	WATER@WORK	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Michael J. Hickey		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Aleen Mitchell		
SIGNATURE:	/Aleen Mitchell/		
DATE SIGNED:	10/02/2023		
Total Attachments: 5			
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OP \$40.00 5933953

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of September 22, 2023, and is by Westport Pools, LLC, a Missouri limited liability company, formerly known as Westport Pools, Inc., a Missouri corporation (“Grantor”), in favor of Commerce Bank, as administrative agent for itself and the other Lenders (“Administrative Agent”).

RECITALS

A. Grantor, Landmark Aquatic Parent, LLC (“Holdings”), Landmark Aquatic, LLC (“Borrower”) certain other Loan Parties party thereto, the Administrative Agent and Lenders have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Administrative Agent and the Lenders have agreed to make loans to Borrower and the Issuing Lenders have agreed to issue Letters of Credit on behalf of Borrower and its Subsidiaries.

B. Pursuant to the terms of the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”), Grantor has granted to Administrative Agent a continuing security interest and Lien in all of its Intellectual Property, including all Trademarks (other than Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Credit Agreement and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Guaranty and Collateral Agreement or, if not defined therein, as defined in the Credit Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, a continuing security interest and Lien in all of Grantor’s right, title and interest in, to, and under the following (collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1.

Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“USPTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed with the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and Lien is granted in conjunction with the security interests and Liens granted to Administrative Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests and Liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Delivery of an executed counterpart of this Agreement by PDF, facsimile or other electronic transmission shall constitute valid delivery of an executed counterpart hereof.

This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[Signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WESTPORT POOLS, LLC, a Missouri limited liability company, formerly known as Westport Pools, Inc.

By: Landmark Aquatic, LLC
Its sole member

By: Landmark Aquatic Parent, LLC
Its sole member

By: *Gregory Miatrides*
Name: Gregory Miatrides
Title: President and Chairman

Acknowledged:

Commerce Bank, as Administrative Agent

By: _____
Print Name: Jason Scott
Title: Vice President

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WESTPORT POOLS, LLC, a Missouri limited liability company, formerly known as Westport Pools, Inc.

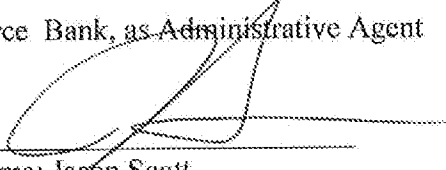
By: Landmark Aquatic, LLC
Its sole member

By: Landmark Aquatic Parent, LLC
Its sole member

By: _____
Name: Gregory Hiatrides
Title: President and Chairman

Acknowledged:

Commerce Bank, as Administrative Agent

By: 
Print Name: Jason Scott
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks:

Mark	Serial No.	Registration No.	Registration Date	Country
WATER@WORK	88-303888	5933953	December 10, 2019	USA

Pending Trademark Applications:

Mark	Application No.	Application Date	Country
None.			