

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI12869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Term)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Water Care, LLC		02/02/2024	Limited Liability Company: DELAWARE
Birko Corporation		02/02/2024	Corporation: COLORADO
Diversey, Inc.		02/02/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282-2198		
Entity Type:	Other: NEW YORK		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	7140432	POOLIFE NST PURIFY	
Registration Number:	7219618	POOLIFE NST PATROL	
Registration Number:	7146713	GLB LONGEVITY	
Registration Number:	7219617	POOLIFE NST PRIME	
Registration Number:	6866996	SIRONA	
Registration Number:	3127415	AZURE	
Registration Number:	7020390	POOLBRAND	
Registration Number:	6003696	CLEARCONTROL	
Registration Number:	4899063	EZ BLEACH	
Registration Number:	4447717	NOTHING CLEANS LIKE BLEACH	
Registration Number:	3088041	POOLBRAND	
Registration Number:	3857111	STAR PLUS	
Registration Number:	2804539	CLEARON	
Registration Number:	2852847	NAVA	
Registration Number:	1068362	CDB	
Registration Number:	999449	CLEARON	
Registration Number:	1006787	CDB CLEARON	

OP \$690.00.00 97127172

Property Type	Number	Word Mark
Registration Number:	646293	CDB
Registration Number:	791161	SU-TEC
Registration Number:	7183710	TASKI ULTIMAXX
Registration Number:	7270923	DIVERCLEAN SONIC
Registration Number:	1941981	AVMOR
Registration Number:	5630444	AVMOR SANIMOR
Serial Number:	98275962	YOU'RE ALL CLEAR WITH HTH
Serial Number:	98276021	HAPPY POOL. HAPPY LIFE.
Serial Number:	98278597	LIVE YOUR BEST POOL LIFE
Serial Number:	98273368	ELEVATING SPA CARE

CORRESPONDENCE DATA

Fax Number:

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: 8007130755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Michael Violet
SIGNATURE:	Michael Violet
DATE SIGNED:	02/08/2024

Total Attachments: 8
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TERM LOAN TRADEMARK SECURITY AGREEMENT

TERM LOAN TRADEMARK SECURITY AGREEMENT, dated as of February 2, 2024, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Term Loan Security Agreement, dated as of November 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Term Loan Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, “Trademark Collateral”):

- (a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, mutatis mutandis.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or

the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

Very truly yours,

INNOVATIVE WATER CARE, LLC,
as Grantor

By: 
Name: Cornelis Floor Saarloos
Title: Assistant Treasurer

BIRKO CORPORATION,
as Grantor

By: _____
Name: Peter Hong
Title: Treasurer

DIVERSEY, INC.,
as Grantor

By: _____
Name: Peter Hong
Title: Treasurer

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 008340 FRAME: 0359

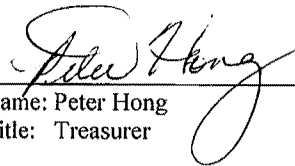
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

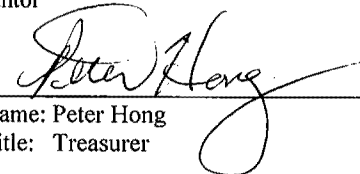
INNOVATIVE WATER CARE, LLC,
as Grantor

By: _____
Name: Cornelis Floor Saarloos
Title: Assistant Treasurer

BIRKO CORPORATION,
as Grantor


By:  _____
Name: Peter Hong
Title: Treasurer

DIVERSEY, INC.,
as Grantor

By:  _____
Name: Peter Hong
Title: Treasurer

Accepted and Agreed to:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By:  _____
Name: Maria Riaz
Title: Authorized Signatory

SCHEDULE I
to
TERM LOAN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
Innovative Water Care, LLC	POOLIFE NST PURIFY	7140432	Aug. 15, 2023
Innovative Water Care, LLC	POOLIFE NST PATROL	7219618	Nov. 14, 2023
Innovative Water Care, LLC	GLB LONGEVITY	7146713	Aug. 22, 2023
Innovative Water Care, LLC	POOLIFE NST PRIME	7219617	Nov. 14, 2023
Innovative Water Care, LLC	SIRONA	6866996	Oct. 04, 2022
Innovative Water Care, LLC	AZURE	3127415	Aug. 08, 2006
Innovative Water Care, LLC	POOLBRAND	7020390	Apr. 04, 2023
Innovative Water Care, LLC	CLEARCONTROL	6003696	Mar. 3, 2020
Innovative Water Care, LLC	EZ BLEACH	4899063	Feb. 09, 2016
Innovative Water Care, LLC	NOTHING CLEANS LIKE BLEACH	4447717	Dec. 10, 2013
Innovative Water Care, LLC	POOLBRAND	3088041	May 02, 2006
Innovative Water Care, LLC	STAR PLUS	3857111	Oct. 05, 2010
Innovative Water Care, LLC	CLEARON	2804539	Jan. 13, 2004
Innovative Water Care, LLC	NAVA	2852847	Jun. 15, 2004
Innovative Water Care, LLC	CDB	1068362	Jun. 28, 1977
Innovative Water Care, LLC	CLEARON	999449	Dec. 17, 1974
Innovative Water Care, LLC	CDB CLEARON	1006787	Mar. 18, 1975
Innovative Water Care, LLC	CDB	646293	Jun. 04, 1957
Birko Corporation	SU-TEC	791161	Jun. 15, 1965
Diversey, Inc.	TASKI ULTIMAXX	7183710	Oct. 03, 2023
Diversey, Inc.	DIVERCLEAN SONIC	7270923	Jan. 09, 2024
Diversey, Inc.	AVMOR	1941981	Dec. 19, 1995
Diversey, Inc.	AVMOR SANIMOR	5630444	Dec. 18, 2018

Trademark Applications:

OWNER	TRADEMARK	APPLICATION NUMBER	FILING DATE
Innovative Water Care, LLC	YOU'RE ALL CLEAR WITH HTH	98275962	Nov. 17, 2023
Innovative Water Care, LLC	HAPPY POOL. HAPPY LIFE.	98276021	Nov. 17, 2023
Innovative Water Care, LLC	LIVE YOUR BEST POOL LIFE	98278597	Nov. 20, 2023
Innovative Water Care, LLC	ELEVATING SPA CARE	98273368	Nov. 16, 2023
Diversey, Inc.	TASKI ERGODISC FLEXX	79380135	Sep. 06, 2023