

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gatsby Spas Inc.		02/07/2007	CORPORATION: FLORIDA
Jacuzzi Inc.		02/07/2007	CORPORATION: DELAWARE
Sundance Spas, Inc.		02/07/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse, as Second Lien Administrative Agent
<b>Street Address:</b>	11 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10011
<b>Entity Type:</b>	Bank:

**PROPERTY NUMBERS Total: 52**

Property Type	Number	Word Mark
Registration Number:	1931590	BLUE RIDGE
Registration Number:	1959943	GATSBY
Registration Number:	2068908	
Registration Number:	2119813	HYDROCARE
Registration Number:	2192036	IMPERIAL SPAS
Registration Number:	2197484	TECH
Registration Number:	805414	JACUZZI
Registration Number:	807314	JACUZZI WHIRLPOOL BATH
Registration Number:	1241022	JACUZZI WHIRLPOOL BATH
Registration Number:	1328269	MAGIC TOUCH
Registration Number:	1329439	BIANCA
Registration Number:	1329446	MERIDIAN

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Registration Number:	1355195	ESPREE
Registration Number:	1367491	WATER RAINBOW
Registration Number:	1392270	CARESSA
Registration Number:	1424739	SIGNA
Registration Number:	1437932	VECTRA
Registration Number:	1441981	MAGNA
Registration Number:	1469714	AERO
Registration Number:	1507999	AURA
Registration Number:	1554575	POWERPRO
Registration Number:	1587635	VANTAGE
Registration Number:	1555659	QUANTUM
Registration Number:	1703100	RIVA
Registration Number:	1715448	ENCHANTE
Registration Number:	1717864	JACUZZI
Registration Number:	1727375	RAZZA
Registration Number:	1766653	CORTINA
Registration Number:	1796931	ESTE
Registration Number:	1804328	LUMIERE
Registration Number:	1823676	PALIO
Registration Number:	1878316	SABELLA
Registration Number:	1879185	STEAMPRO
Registration Number:	1899771	SANTINA
Registration Number:	1899772	ALEXA
Registration Number:	1908334	ESSENCE
Registration Number:	1928030	FESTIVA
Registration Number:	1943791	CAPELLA
Registration Number:	1947025	LUNA
Registration Number:	1952512	ECHO
Registration Number:	1968020	DURATUFF JACUZZI WHIRLPOOL BATH
Registration Number:	1991091	LUXURA
Registration Number:	2040520	FRESCO
Registration Number:	2040551	QUASAR
Registration Number:	2043458	SIENA
Registration Number:	2045871	MERANO
Registration Number:	2047590	CETRA

Registration Number:	2048008	CYCLONE
Registration Number:	2092747	MAJORA
Registration Number:	2149702	VERONA
Registration Number:	2222464	PUMP WORKS
Registration Number:	2287293	HURRICANE

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-783-2700

Email: oleh.hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	380350
NAME OF SUBMITTER:	LaKeeshia Saunders
Signature:	/LS/
Date:	03/26/2007

Total Attachments: 11  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 GATSBY SPAS INC. - FL  
 JACUZZI INC. - DE  
 SUNDANCE SPAS, INC. - CA

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Credit Suisse, as Administrative Agent  
 Internal Address: to First Lien Credit Agreement  
 Street Address: 11 Madison Avenue  
 City: New York                      State: NY                      Zip: 10011

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                                       Merger  
 Security Agreement                               Change of Name  
 Other :

Execution Date: FEBRUARY 7, 2007

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleh Hereliuk  
 Internal Address: Federal Research Corporation  
 \_\_\_\_\_  
 \_\_\_\_\_

Street Address: 1023 15th Street, NW  
Suite 401

City Washington                      State: DC                      Zip: 20005

6. Total number of applications and registrations involved: 52

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

Enclosed  
 Authorized to be charged to deposit account


8. Deposit account number:  
 \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Jeffrey Laub  
 Name of Person Signing

  
 Signature

March 14, 2007  
 Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of February 7, 2007 (this "*Agreement*"), among Gatsby Spas Inc., a Florida corporation ("*Gatsby Spas*"), Jacuzzi Inc., a Delaware corporation ("*Jacuzzi Inc.*"), Sundance Spas, Inc., a California corporation ("*Sundance Spas*"), (Gatsby Spas, Jacuzzi Inc. and Sundance Spas, each a "*Grantor*", and together, the "*Grantors*") and Credit Suisse, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*"), among Bath Holding Corp., a Delaware corporation ("*Holdings*"), Bath Acquisition Corp., a Delaware corporation (the "*Borrower*"), the subsidiaries of the Borrower from time to time party thereto (the "*Subsidiary Parties*") and the Administrative Agent and (b) the Credit Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "*Credit Agreement*"), among Holdings, the Borrower, the lenders from time to time party thereto (the "*Lenders*"), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (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 the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *ABL/Term Loan Intercreditor Agreement Governs.* REFERENCE IS MADE TO THE ABL/TERM LOAN INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE ABL TERM/LOAN INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE ABL/TERM

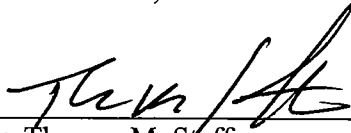
LOAN INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE ABL/TERM LOAN INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 5. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

GATSBY SPAS INC.,

by

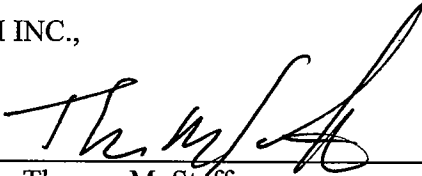


Name: Thomas M. Steffen

Title: Vice President and Assistant Secretary

JACUZZI INC.,

by

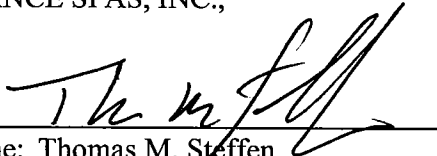


Name: Thomas M. Steffen

Title: Vice President and Assistant Secretary

SUNDANCE SPAS, INC.,

by



Name: Thomas M. Steffen

Title: Vice President and Assistant Secretary



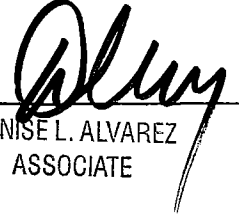
CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH, as Administrative Agent,

by



Name: IAN NALITT  
Title: VICE PRESIDENT

by



Name: DENISE L. ALVAREZ  
Title: ASSOCIATE

[Trademark Agreement - First Lien]

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## Trademarks and Trademark Licenses

Legal Entity	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration	Date of Renewal
Gatsby Spas, Inc.	Goods/Services: Portable hot tubs and whirlpool baths.	United States	Blue Ridge	1931590	10/31/95	10/31/05
Gatsby Spas, Inc.	Goods/Services: Portable hot tubs and whirlpool baths.	United States	Gatsby (Stylized)	1959943	3/5/1996	3/5/2006
Gatsby Spas, Inc.	Goods/Services: Portable hot tubs and whirlpool baths	United States	Penguin Design	2068908	6/10/97	6/10/07
Gatsby Spas, Inc.	Goods/Services: Therapeutic spas and hot tubs for the general public.	United States	Hydrocare & Design	2119813	12/9/97	12/9/07
Gatsby Spas, Inc.	Goods/Services: Portable hot tubs and whirlpool baths.	United States	Imperial Spas & Design	2192036	9/29/98	9/29/08
Gatsby Spas, Inc.	Goods/Services: Providing information relating to repairs of hot tubs and spas via a global computer network.	United States	Tech Check (symbol) Design	2197484	10/20/98	10/20/08
Jacuzzi Inc.	N.A.	United States	Jacuzzi & Design (Trapezium)	805414	3/15/96	3/15/06
Jacuzzi Inc.	N.A.	United States	Jacuzzi Whirlpool Bath & Design	807314	4/19/66	4/19/06
Jacuzzi Inc.	Goods/Services: Hydromassage Products/Namely, Bathtubs with Hydromassage Units, Combination Shower and Bathtubs with Hydromassage Units, Spas with Hydromassage Units, Tubs with Hydromassage Units, and Inlets, Pumps and Suction Fittings for Hydromassage Units.	United States	Jacuzzi Whirlpool Bath & Design	1241022	6/7/83	6/7/03
Jacuzzi Inc.	Goods/Services: Electrical On/Off Switches for Baths and Spas in the Nature of Heated Pools.	United States	Magic Touch	1328269	4/2/85	4/2/05
Jacuzzi Inc.	Goods/Services: Whirlpool Baths and Spas in the Nature of Heated Pools.	United States	Bianca	1329439	4/9/85	4/9/05

Legal Entity	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration	Date of Renewal
Jacuzzi Inc.	Goods/Services: Whirlpool Baths and Spas in the Nature of Heated Pools.	United States	Meridian	1329446	4/9/85	4/9/05
Jacuzzi Inc.	Goods/Services: Whirlpool Baths and Spas in the Nature of Heated Pools.	United States	Espree	1355195	8/20/85	8/20/05
Jacuzzi Inc.	Goods/Services: Plumbing fittings/namely, water spouts and parts therefor.	United States	Water Rainbow	1367491	10/29/85	10/29/05
Jacuzzi Inc.	Goods/Services: Bathtubs.	United States	Caressa	1392270	5/6/86	5/6/06
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Signa	1424739	1/13/87	1/13/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Vectra	1437932	4/28/87	4/28/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Magna	1441981	6/9/87	6/9/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Aero	1469714	12/22/87	12/22/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Aura	1507999	10/11/88	10/11/08
Jacuzzi Inc.	Goods/Services: Whirlpool bath jets.	United States	Powerpro (Stylized)	1554575	9/5/89	9/5/09
Jacuzzi Inc.	Goods/Services Whirlpool Baths and Spas in the nature of Heated pools.	United States	Vantage	1,587,635	3/20/90	9/20/10
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Quantum	1555659	9/12/89	9/12/09
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Riva	1703100	7/28/92	7/28/02
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools.	United States	Enchante (Stylized)	1715448	9/15/92	9/15/02

Legal Entity	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration	Date of Renewal
Jacuzzi Inc.	Goods/Services: Plumbing fittings; namely, faucets and shower heads.	United States	Jacuzzi	1717864	9/22/92	9/22/02
Jacuzzi Inc.	Goods/Services: Heated whirlpool baths and spas.	United States	Razza	1727375	10/27/92	10/27/02
Jacuzzi Inc.	Goods/Services: Bathtubs and whirlpool baths in the nature of heated pools.	United States	Cortina	1766653	4/20/93	4/20/03 Renewal Pending 2/03
Jacuzzi Inc.	Goods/Services: Bathtubs and whirlpool baths in the nature of heated pools.	United States	Este	1796931	10/5/93	10/5/03 Renewal Pending 2/03
Jacuzzi Inc.	Goods/Services: Plumbing fittings; namely, faucets and valves.	United States	Lumiere	1804328	11/16/93	11/16/03
Jacuzzi Inc.	Goods/Services: Whirlpool spas in the nature of heated pools for home and commercial use.	United States	Palio	1823676	2/22/94	2/22/04
Jacuzzi Inc.	Goods/Services: Whirlpool spas in the nature of heated pools for home and commercial use.	United States	Sabella	1878316	2/7/95	2/7/05
Jacuzzi Inc.	Goods/Services: Steam generator for shower use for residential and hotel bathroom installation.	United States	Steampro	1879185	2/14/95	2/14/05
Jacuzzi Inc.	Goods/Services: Whirlpool spas in the nature of heated pools for home and commercial use.	United States	Santina	1899771	6/13/95	6/13/05
Jacuzzi Inc.	Goods/Services: Whirlpool spas in the nature of heated pools for home and commercial use.	United States	Alexa	1899772	6/13/95	6/13/05
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated tubs for home and commercial use.	United States	Essence	1908334	8/1/95	8/1/05

Legal Entity	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration	Date of Renewal
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools for home and commercial use.	United States	Festiva	1928030	10/17/95	10/17/05
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools for home and commercial use.	United States	Capella	1943791	12/26/95	12/26/05
Jacuzzi Inc.	Goods/Services: Whirlpool baths in the nature of heated pools for home and commercial use.	United States	Luna	1947025	1/9/96	1/9/06
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated tubs for home and commercial use.	United States	Echo	1952512	1/30/96	1/30/06
Jacuzzi Inc.	Goods/Services: Bonded insulated structural polyurethane plastic foam backing for bathroom shower bath bases, for home and commercial use.	United States	Duratuff And Design	1968020	4/16/96	4/16/06
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Luxura	1991091	8/6/96	8/6/06
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Fresco	2040520	2/25/97	2/25/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Quasar	2040551	2/25/97	2/25/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Siena	2043458	3/11/97	3/11/07

Legal Entity	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration	Date of Renewal
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Merano	2045871	3/18/97	3/18/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Cetra	2047590	3/25/97	3/25/07
Jacuzzi Inc.	Goods/Services: Jet pumps for use in hot tubs.	United States	Cyclone	2048008	3/25/97	3/25/07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Majora	2092747	9/21/97	9 <sup>2</sup> /07
Jacuzzi Inc.	Goods/Services: Whirlpool baths and spas in the nature of heated pools, for home and commercial use.	United States	Verona	2149702	4/7/98	4/7/08
Jacuzzi Inc.	Goods/Services: Water pumps for swimming pools and spas; submersible pumps, jet pumps and sump pumps for pumping water and sewage from a sump, well, lake or other body of water, lawn sprinkler pumps, booster pumps for boosting water pressure, utility pumps for drainage and transfer of water and excluding water fountains.	United States	Pump Works	2222464	2/9/99	2/9/09
Jacuzzi Inc.	Goods/Services: Submersible rotary well pumps for pumping well water to a dwelling.	United States	Hurricane	2287293	10/19/99	10/19/09

NY1:1680747.1

RECORDED: 03/26/2007

TRADEMARK  
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