

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZODIAC POOL CARE, INC.		09/27/2007	CORPORATION:

RECEIVING PARTY DATA	
Name:	ING BANK N.V.
Street Address:	60 London Wall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 5TQ
Entity Type:	Bank:

PROPERTY NUMBERS Total: 87

Property Type	Number	Word Mark
Registration Number:	1474749	ALPHA
Registration Number:	1505584	BARACUDA
Registration Number:	2113115	LEAF CATCHER
Registration Number:	2414507	MARS
Registration Number:	2118352	RANGER
Registration Number:	2294686	ZIPPY
Registration Number:	3096024	ZOOM
Registration Number:	1999407	CLEARVISION
Registration Number:	2940751	DUOCLEAR
Registration Number:	2504567	NATURE2
Registration Number:	1953223	NATURE 2
Registration Number:	1788054	VISION
Registration Number:	2602260	AFTER DARK
Registration Number:	3083733	ATV

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Registration Number:	2472344	AUTOCLEAR
Registration Number:	1745684	CARETAKER 99
Registration Number:	1276006	CAROUSEL ROTO-JET
Registration Number:	2683504	CLUB POLARIS
Registration Number:	1324329	CSI
Registration Number:	2455888	CUSTOM FALL
Registration Number:	2870921	CV-2
Registration Number:	2773412	CV-3
Registration Number:	2924068	DIGILIGHT
Registration Number:	3272795	D'LIGHT
Registration Number:	2148130	DUST AND VAC
Registration Number:	1995880	ENVIRONPOOL
Registration Number:	2940859	EOS
Registration Number:	3009495	EOS
Registration Number:	2327313	FIBERFALL
Registration Number:	2860033	FLORIDA FALLS
Registration Number:	2974326	HALCYON
Registration Number:	2980200	
Registration Number:	2583302	LCS
Registration Number:	1767370	LEAF TRAPPER
Registration Number:	2716570	LIGHT MAXIMIZER
Registration Number:	2712175	MAGNA DRIVE
Registration Number:	2644662	MAX TRAX
Registration Number:	2975584	MINIJET
Registration Number:	3213915	POLARIS D'LIGHT
Registration Number:	2940937	POLARIS EOS
Registration Number:	2681044	POLARIS POOL CLEANERS
Registration Number:	1061118	POLARIS VAC-SWEEP
Registration Number:	1195023	POLARIS VAC-SWEEP
Registration Number:	1195024	POLARIS VAC-SWEEP
Registration Number:	3088540	POLARISAUTOCLEAR
Registration Number:	3096549	POLARISAUTOCLEARPLUS
Registration Number:	2962428	POLARISQTBLOWER
Registration Number:	1725031	
Registration Number:	2141759	

Registration Number:	3034128	
Registration Number:	2846565	
Registration Number:	2860058	
Registration Number:	2849875	
Registration Number:	2760374	POSITRAX
Registration Number:	2441374	POWER FALL
Registration Number:	2853627	POWERSTREAMS
Registration Number:	2815880	PROFIT INCENTIVE PROGRAM
Registration Number:	2402638	RAINFALL
Registration Number:	2605513	REVOLVE-IT
Registration Number:	2714482	SOL
Registration Number:	3125587	
Registration Number:	1347263	SPAWAND
Registration Number:	2949866	
Registration Number:	2811869	SUPERTURTLE
Registration Number:	2841710	TANKTRAX
Registration Number:	2586125	TURBO TURTLE
Registration Number:	2939612	
Registration Number:	2492640	ULTRAFLEX
Registration Number:	2830885	UNICOVER
Registration Number:	2879169	UWF
Registration Number:	2540403	VINYLCARE
Registration Number:	2726079	WATERDESIGNS
Registration Number:	2607500	WATERMATIC
Registration Number:	2959349	
Registration Number:	2828621	WATERSTARS
Registration Number:	2754509	WIDE TRAX
Registration Number:	2944871	WIDE TRAX
Registration Number:	2749783	YOUR POOL. OUR REPUTATION.
Serial Number:	78359560	INDIGO
Serial Number:	78716707	LAZERNAUT
Serial Number:	76661482	QTC SYSTEM
Serial Number:	77014289	SWEEPY
Serial Number:	76661478	X7 QUATTRO
Serial Number:	78600297	CENSE

Serial Number:	76623130	POLARIS
Serial Number:	78381597	POLARIS POOL EUROPE
Serial Number:	78586627	SMARTCELL

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-830-9541
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: Linklaters LLP
Address Line 1: 1345 Avenue of Americas
Address Line 2: Attn: Jada Horton
Address Line 4: New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	396288
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DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	

NAME OF SUBMITTER:	Oleh Hereliuk
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Signature:	/oh/
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Date:	10/02/2007
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Total Attachments: 25
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2007, among MARINE INVESTMENT US CORP., COAST ACQUISITION CORPORATION, ZODIAC POOL CARE, INC., each Additional Grantor listed on the signature pages hereto (all of the foregoing, each a "Grantor" and collectively, the "Grantors") and ING BANK N.V., as security agent for the Secured Parties (as defined in the Senior Facilities Agreement referred to below) (herein in such capacity, the "Security Agent").

RECITALS

- (A) Zodiac Marine Holding ("Parent"), Zodiac Marine & Pool (the "Company"), and certain subsidiaries of the Company, including the Grantors, as Borrowers and/or Guarantors, have entered into a Senior Facilities Agreement, dated July 3, 2007, as amended and restated pursuant to an amendment agreement dated August 3, 2007 and an amendment agreement dated on or about September 26, 2007 (the "Senior Facilities Agreement"), with, amongst others, ING Bank N.V., as Mandated Lead Arranger and Bookrunner, the financial institutions party thereto as lenders (the "Senior Lenders"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "Senior Agent") and as Issuing Bank (in such capacity, the "Issuing Bank"), and the Security Agent.
- (B) Parent, the Company and certain subsidiaries of the Company, including the Grantors, as Borrowers and/or Guarantors, have entered into a Mezzanine Facility Agreement dated July 3, 2007, as amended and restated pursuant to an amendment agreement dated August 3, 2007 (the "Mezzanine Facility Agreement" and together with the Senior Facilities Agreement, each a "Facility Agreement" and collectively, the "Facility Agreements"), with, amongst others, ING Bank N.V., as Mandated Lead Arranger and Bookrunner, the financial institutions party thereto as lenders (the "Mezzanine Lenders"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "Mezzanine Agent"), and the Security Agent.
- (C) Parent, the Company and certain subsidiaries of the Company, including the Grantors, and certain other parties thereto have entered into an Intercreditor Deed dated July 3, 2007, as amended and restated pursuant to an amendment deed dated August 3, 2007 (the "Intercreditor Deed"), with, amongst others, the Senior Agent, the Mezzanine Agent, the Security Agent, the Issuing Bank, the Senior Lenders and the Mezzanine Lenders.
- (D) The Grantors are party to a Pledge and Security Agreement, dated September 27, 2007, in favor of the Security Agent (the "Pledge and Security Agreement"), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Facility Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Facility D Lenders, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (C) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Third Lien Secured Obligations, each Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Mezzanine Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“Intellectual Property Collateral” means each Grantor’s right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright

Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, each Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent (a) for the benefit of the Senior Finance Parties and securing the First Lien Secured Obligations, shall be junior to no other Security Interests, (b) for the benefit of the Facility D Lenders and securing the Second Lien Secured Obligations, shall be junior only to the Security Interest described in clause (a) above, and (c) for the benefit of the Mezzanine Finance Parties and securing the Third Lien Secured Obligations, shall be junior only to the Security Interests described in clauses (a) and (b) above; *provided* that each such Security Interest may be junior to any Permitted Security. The Security Interests granted to the Security Agent and all other rights and benefits afforded hereunder to the Finance Parties are expressly subject to the terms and conditions of Intercreditor Deed. The grants of security hereunder constitute three separate and distinct grants of security: (1) the Security Interest in the Intellectual Property Collateral granted to the Senior Finance Parties securing the First Lien Secured Obligations, (2) the Security Interest in the Intellectual Property Collateral granted to the Facility D Lenders securing the Second Lien Secured Obligations, and (3) the Security Interest in the Intellectual Property Collateral granted to the Mezzanine Finance Parties securing the Third Lien Secured Obligations, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include and no Grantor shall be deemed to have granted a Security Interest in, any of its right, title or interest (i) in any Intellectual Property Collateral if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or (ii) in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder, to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, or otherwise, result in a breach or termination of the terms of, or constitute a default under or termination of any such license, contract or agreement; *provided* that each Grantor agrees to use all reasonable efforts to obtain all requisite consents to enable such Grantor to provide a Security Interest in such asset if such asset is material and the Parent determines that such endeavors will not involve placing commercial relationships with third parties in jeopardy and, in any event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and such Grantor shall be deemed to have granted a Security Interest in, all such rights and interests as if such provision had never been in effect.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted by them in the Intellectual Property

Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

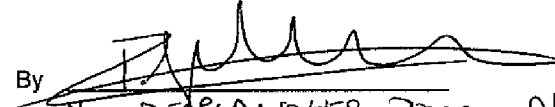
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING ANY OTHER CONFLICT OF LAW RULES.

[Signature Page Follows]

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

MARINE INVESTMENT US CORP.

By


Name: DESPLANCHES Pierre - Olivier

Title:

COAST ACQUISITION CORPORATION

By: _____

Name:

Title:

ZODIAC POOL CARE, INC.

By: _____

Name:

Title:

ACCEPTED AND AGREED:

ING BANK N.V., as Security Agent

By _____

Name:


Title:

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

MARINE INVESTMENT US CORP.

By _____
Name:
Title:

COAST ACQUISITION CORPORATION

By: 
Name: Anthony D. Parham
Title: V.P. Finance, CFO & Treasurer

ZODIAC POOL CARE, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED:

ING BANK N.V., as Security Agent

By _____
Name:
Title:

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


MARINE INVESTMENT US CORP.

By _____
Name:
Title:

COAST ACQUISITION CORPORATION


By: _____
Name:
Title:

ZODIAC POOL CARE, INC.

By:  _____
Name:
Title:

ACCEPTED AND AGREED:

ING BANK N.V., as Security Agent

By  _____
Name:
Title:

SCHEDULE I

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

Title _____ Copyright Reg. No. _____ Date _____

None

(B) COPYRIGHT LICENSES

Name of Agreement _____ Parties _____ Date _____

None

SCHEDULE II
PATENT REGISTRATIONS

(C) REGISTERED PATENTS AND PATENT APPLICATIONS

Grantor	Title	Reg. No. or Appln. No.	Date
Marine Investment US Corp.	None		
Coast Acquisition Corporation	None		
Zodiac Pool Care, Inc.	Suction Operated Cleaner	4.807.318	28/02/1989
Zodiac Pool Care, Inc.	Pool Cleaner Component	4.949.419	21/08/1990
Zodiac Pool Care, Inc.	Counterbalance for an Automatic Swimming Pool Cleaner Head	D343.035	04/01/1994
Zodiac Pool Care, Inc.	Counterbalance for an Automatic Swimming Pool Cleaner Head	D343.034	04/01/1994
Zodiac Pool Care, Inc.	Pool Cleaner Accessory	4.982.754	08/01/1991
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaner	D346.888	10/05/1994
Zodiac Pool Care, Inc.	Swimming Pool Cleaner	5.014.382	14/05/1991
Zodiac Pool Care, Inc.	Debris Trap	5.269.913	14/12/1993
Zodiac Pool Care, Inc.	Adjustable Inner Body, Swimming Pool Cleaner Component	5.315.728	31/05/1994
Zodiac Pool Care, Inc.	Swimming Pool Cleaner Discs	5.418.995	30/05/1995
Zodiac Pool Care, Inc.	Swimming Pool Cleaner Discs	5.421.054	06/06/1995

Grantor	Title	Reg. No. or Appl. No.	Date
Zodiac Pool Care, Inc.	Swimming Pool Cleaner Discs & Assemblies	5.465.443	14/11/1995
Zodiac Pool Care, Inc.	Swimming Pool Cleaner Operating Head	5.450.645	19/09/1995
Zodiac Pool Care, Inc.	Pool Cleaner Disc	5.433.985	18/07/1995
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners & Associated Components	5.546.982	20/08/1996
Zodiac Pool Care, Inc.	Swimming Pool Cleaner Swivel Assembly	5.775.741	07/07/1998
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners and Associated Components	5.720.068	24/02/1998
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners and Associated Components	5.930.856	03/08/1999
Zodiac Pool Care, Inc.	Bumper Assemblies for Swimming Pool Cleaners	6.049.933	18/04/2000
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners and Associated Components and Systems	5.882.512	16/03/1999
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaner	D430.960	12/09/2000
Zodiac Pool Care, Inc.	Hydraulic Machine	5.226.205	13/07/1993
Zodiac Pool Care, Inc.	Swimming Pool Cleaner Component	6.122.794	26/09/2000

Grantor	Title	Reg. No. or Appln. No.	Date
Zodiac Pool Care, Inc.	Pool Cleaner	6.601.255	05/08/2003
Zodiac Pool Care, Inc.	Pool Cleaner	10/387,932 7.039.980 B2	13/03/2003 09/05/2006
Zodiac Pool Care, Inc.	Flow Control Assembly	6.484.743	26/11/2002
Zodiac Pool Care, Inc.	Adaptor Especially for Use In Connection with Swimming Pool Return Lines	10/293.407 6.851.446 B2	03/11/2002 08/02/2005
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners with Shaped Floats and Water-Temperature or Pressure Indicators and Water Circulation Systems Incorporating Such Indicators	10/616.777 2005/000628 A1 6.979.400 B2	10/07/2003 13/01/2005 27/12/2005
Zodiac Pool Care, Inc.	Swivel Connector for a Pipeline	10/450.064 7.108.293	30/01/2004 19/09/2006
Zodiac Pool Care, Inc.	Cleaning of a Submerged Surface	10/483.371	10/06/2004
Zodiac Pool Care, Inc.	Cleaning of a Submerged Surface	10/490.221 2004/0255407 A1	13/08/2004 23/12/2004
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners and Associated Hoses	60/615.523 (P)	01/10/2004
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners and Associated Hoses	60/645.883 (P)	21/01/2005
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners and Overmolded Components Thereof	60/761.479 (P)	24/01/2006

Grantor	Title	Reg. No. or Appln. No.	Date
Zodiac Pool Care, Inc.	Pool Cleaner (Mars)	11/368.080 2006/020704	03/03/2006 21/09/2006
Zodiac Pool Care, Inc.	Swimming Pool Cleaners and Overmolded Components Thereof	11/656672	23/01/2006
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners and Associated Hoses	11/658370	24/01/2007
Zodiac Pool Care, Inc.	Flexible Valve Assemblies Principally for Automatic Swimming Pool Cleaners	60/922,602	10/04/2007
Zodiac Pool Care, Inc.	Swimming Pool Cleaner Discs with Pockets	60/925764(P)	23/04/2007
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaner Discs and Associated Components	11/888294	31/07/2007
Zodiac Pool Care, Inc.	Cleaning of a Submerged Surface	10/490.221	19/03/2004
Zodiac Pool Care, Inc.	Method of Treating Water	5.352.369	04/10/1994
Zodiac Pool Care, Inc.	Water Purifier	D374064	24/09/1996
Zodiac Pool Care, Inc.	Water Purifier	D370521	04/06/1996
Zodiac Pool Care, Inc.	Cartridge for Water Purifier	D372069	23/07/1996
Zodiac Pool Care, Inc.	Platform for Water Purifier	D374063	24/09/1996
Zodiac Pool Care, Inc.	Water Purifier	D372760	13/08/1996

Grantor	Title	Reg. No. or Appln. No.	Date
Zodiac Pool Care, Inc.	Water Purifier	5.660.802	26/08/1997
Zodiac Pool Care, Inc.	Self-Regulating Water Purification Composition	5.772.896	30/06/1998
Zodiac Pool Care, Inc.	Multi-Chamber Water Purification Device and Method of Using the Same	5.855.777	05/01/1999
Zodiac Pool Care, Inc.	Water Strainer/Purifier and Method of Using Same	5.810.999	22/09/1998
Zodiac Pool Care, Inc.	Method of Water Purification with Oxides of Chlorine	5.858.246	12/01/1999
Zodiac Pool Care, Inc.	Water Purifier	D385946	04/11/1997
Zodiac Pool Care, Inc.	Element of a Water Purifier (Diamond)	D404114	12/01/1999
Zodiac Pool Care, Inc.	Element of a Water Purifier (Without Diamond)	D404113	12/01/1999
Zodiac Pool Care, Inc.	Water Purifier (Spike)	D405867	16/02/1999
Zodiac Pool Care, Inc.	Water Purifier (4x1)	D406314	02/03/1999
Zodiac Pool Care, Inc.	Water Purifier (2x2)	D405868	16/02/1999
Zodiac Pool Care, Inc.	Biocidal Compositions for Treating Water	60/072.283 (P)	23/01/1998
Zodiac Pool Care, Inc.	Biocidal Compositions for Treating Water	6.093.422	25/07/2000
Zodiac Pool Care, Inc.	Biocidal Compositions for Treating Water	6,217,780	17/04/2001

Grantor	Title	Reg. No. or Appln. No.	Date
Zodiac Pool Care, Inc.	Self-Regulating Water Purification Composition	5.935.609	10/08/1999
Zodiac Pool Care, Inc.	Water Purifier	D412963	17/08/1999
Zodiac Pool Care, Inc.	Water Purifier for a Spa	6.019.893	01/02/2000
Zodiac Pool Care, Inc.	Water Purifier for a Spa	6.165.358	26/12/2000
Zodiac Pool Care, Inc.	Lanthanide Halide Water Treatment Compositions and Methods	6.312.604 B1	06/11/2001
Zodiac Pool Care, Inc.	Water Purifier for a Spa	BI5.779.913	01/02/2000
Zodiac Pool Care, Inc.	Fluid Flow Diverters and Diversion Methods and Water Purification Equipment Including Such Diverters	6.680.026	20/01/2004
Zodiac Pool Care, Inc.	Silver Self-Regulating Water Purification Compositions and Methods	6.254.894	03/07/2001
Zodiac Pool Care, Inc.	Vessels and Covers	09/876.364 7.141.224	07/06/2001 28/11/2006
Zodiac Pool Care, Inc.	Method and Apparatus for Purifying Water	10/014.944 6.761.827 B2	26/10/2001 13/07/2004
Zodiac Pool Care, Inc.	Method and Apparatus for Purifying Water	10/414.598 6.982.040 B2	16/04/2003 03/01/2006
Zodiac Pool Care, Inc.	Water Purifier (Janus)	29/180.222 D496.984 S	18/04/2003 05/10/2004

Grantor	Title	Reg. No. or Appl. No.	Date
Zodiac Pool Care, Inc.	Water Purifier (Gemini)	29/180.528 D503.770	25/04/2003 05/04/2005
Zodiac Pool Care, Inc.	Method and Apparatus for Purifying Water	10/433.172 7238278	28/05/2002 03/07/2007
Zodiac Pool Care, Inc.	Chlorine Tablet	29/192.993 D503,771	31/10/2003 05/04/2005
Zodiac Pool Care, Inc.	Pool Chemical Dispenser	29/201,141 D506.804	11/03/2004 28/06/2004
Zodiac Pool Care, Inc.	Electrode Housing and Indicator	29/216,258 D527.662	29/10/2004 05/09/2006
Zodiac Pool Care, Inc.	LM3 Chlorinator	29/216,162 D516.667 S	29/10/2004 07/03/2006
Zodiac Pool Care, Inc.	Replaceable Chlorinator Electrode Assembly	10/979.488 2006/0091002 A1 7211176	02/11/2004 04/05/2006 01/05/2007
Zodiac Pool Care, Inc.	Chlorine Tablet	29/223.489 D516.668	15/02/2005 07/03/2006
Zodiac Pool Care, Inc.	Method and Apparatus for Purifying Water	11/040.438 7.147.786	21/01/2005 12/12/2006
Zodiac Pool Care, Inc.	In-Line Vessel for Water Treatment	60/670,383	12/04/2005
Zodiac Pool Care, Inc.	Methods for Controlling pH in Water Sanitized by Chemical or Electrolytic Chlorination	11/182.110	15/07/2005

Grantor	Title	Reg. No. or Appln. No.	Date
Zodiac Pool Care, Inc.	Fragrant Monopersulfate Compositions for Water Treatment and Articles Containing Them	11/196.082	03/08/2005
Zodiac Pool Care, Inc.	Method and Apparatus for Purifying Water	11/485.096	12/07/2006
Zodiac Pool Care, Inc.	Vessel and Method for Water Treatment	11/402.362	12/04/2006
Zodiac Pool Care, Inc.	Methods for Controlling pH in Water Sanitized by Chemical or Electrolytic Chlorination	11/597.148	21/11/2006
Zodiac Pool Care, Inc.	Method of and Apparatus for Treating Fluids	60/926343 (P)	26/04/2007
Zodiac Pool Care, Inc.	Cleaning Device	4994178	19/02/1991
Zodiac Pool Care, Inc.	Air Blower Safety Control	4881870	21/11/1989
Zodiac Pool Care, Inc.	Fluid Operable Engine	RE34301	
Zodiac Pool Care, Inc.	Flexible Hose and Fittings	5195563	23/03/1993
Zodiac Pool Care, Inc.	Spa Chemistry Monitor	D439532	27/03/2001
Zodiac Pool Care, Inc.	Swivel Coupling for a Pool Cleaner	6220636	24/04/2001
Zodiac Pool Care, Inc.	Ramped Cap Unit for a Main Pool Drain Cover Plate	6397408	04/06/2002
Zodiac Pool Care, Inc.	Cleaner for Swimming Pools	D436700	23/01/2001
Zodiac Pool Care, Inc.	Floating Skimmer	D432206	17/10/2000
Zodiac Pool Care, Inc.	Flow Controller for a	6314983	13/11/2001

Grantor	Title	Reg. No. or Appln. No.	Date
	Pool Cleaner		
Zodiac Pool Care, Inc.	Spa Chemistry Monitor Unit	6340431	22/01/2002
Zodiac Pool Care, Inc.	Pool Cleaner	D469589	28/01/2003
Zodiac Pool Care, Inc.	Pool Cleaner	6665900	23/12/2003
Zodiac Pool Care, Inc.	Magnetic Control Valve for a Suction Powered Pool Cleaner	6473928	05/11/2002
Zodiac Pool Care, Inc.	Device for Automatically Cleaning the Bottom and Walls of a Swimming Pool	5802653	09/09/1998
Zodiac Pool Care, Inc.	Pool Cleaner Wheel	D481181	21/10/2003
Zodiac Pool Care, Inc.	Bag Clip for a Pool Cleaner Filter Bag	D468067	31/12/2002
Zodiac Pool Care, Inc.	Bag Clip for a Pool Cleaner Filter	6740233	25/05/2004
Zodiac Pool Care, Inc.	Pool Cleaner	5265297	30/11/1993
Zodiac Pool Care, Inc.	Swimming Pool Cleaner	5634229	03/06/1997
Zodiac Pool Care, Inc.	Air Blower Assembly	4950133	21/08/1990
Zodiac Pool Care, Inc.	Disposable Filter Bag for a Pool Cleaner	10/917.790 7208083	13/08/2004 24/04/2007
Zodiac Pool Care, Inc.	Pool/Spa Remote Control Unit	D494145	10/08/2004
Zodiac Pool Care, Inc.	Filter Bag	10/442.454 6,908,550	21/05/2003 21/06/2005
Zodiac Pool Care, Inc.	Hose Clasp for Connecting a Pool Cleaner Filter Bag	10/917.892 7,029,583 B2	13/08/2004 18/04/2006
Zodiac Pool Care, Inc.	Support Base for a Remote Control Unit	29/188.057 D510.208	11/08/2003 04/10/2005
Zodiac Pool Care, Inc.	Motor-Driven Pump for Pool or Spa	11/035.504 7.001.159 B2	13/01/2005 21/02/2006

Grantor	Title	Reg. No. or Appl. No.	Date
Zodiac Pool Care, Inc.	Disposable Filter Bag for a Pool Cleaner	11/103.714 2005/0236310	11/04/2005 27/10/2005
Zodiac Pool Care, Inc.	Decorative Cover for Swimming Pool Pop-Up Cleaning Heads	6643857	11/11/2003
Zodiac Pool Care, Inc.	Swimming Pool Drain	D351220	04/10/1994
Zodiac Pool Care, Inc.	Valve Housing	D398372	15/09/1998
Zodiac Pool Care, Inc.	Return Fitting with Releasable Cap	4951326	28/08/1990
Zodiac Pool Care, Inc.	Return Fitting with Releasable Cap	5040250	20/08/1991
Zodiac Pool Care, Inc.	Anti-Vortex Drain	5341523	30/08/1994
Zodiac Pool Care, Inc.	Fitting Assembly for Vinyl Lined Pools	5408706	25/04/1995
Zodiac Pool Care, Inc.	Main Drain Leaf Removal System for Pools	5753112	19/05/1998
Zodiac Pool Care, Inc.	Venturi-Powered Filtration System for Pools	5785846	28/07/1998
Zodiac Pool Care, Inc.	Retractable Aerator	6128792	10/10/2000
Zodiac Pool Care, Inc.	Device for Displacing a Submerged Article	5014912	14/05/1991
Zodiac Pool Care, Inc.	Filter Bag for a Pool Cleaner	5863425	26/01/1999
Zodiac Pool Care, Inc.	Mounting Collar for a Pool Cleaner	D409341	04/05/1999
Zodiac Pool Care, Inc.	Spa Chemistry Monitor Unit	6309538	30/10/2001
Zodiac Pool Care, Inc.	Suction Powered Pool Cleaner	6094764	01/08/2000
Zodiac Pool Care, Inc.	Suction Powered Cleaner for Swimming Pools	6112354	05/09/2000

Grantor	Title	Reg. No. or Appln. No.	Date
Zodiac Pool Care, Inc.	Floating Skimmer	6187181	13/02/2001
Zodiac Pool Care, Inc.	Rotatable Hose Coupling	6279961	28/08/2001
Zodiac Pool Care, Inc.	Automatic Chemical Dispenser	5019250	28/05/1991
Zodiac Pool Care, Inc.	Pool Cleaner	D418640	04/01/2000
Zodiac Pool Care, Inc.	Adjustable Mounting Collar	6138293	30/10/2000
Zodiac Pool Care, Inc.	Fluid Distribution Valve	6345645	12/02/2002
Zodiac Pool Care, Inc.	Cleaning System for Swimming Pools and the Like	6592752	15/07/2003
Zodiac Pool Care, Inc.	Apparatus for Creating Waterfall for Swimming Pools	5249744	05/10/1993
Zodiac Pool Care, Inc.	Centerfed Device for Creating Decorative Waterfalls	5738280	14/04/1998
Zodiac Pool Care, Inc.	Waterfall Planter	D397958	08/09/1998
Zodiac Pool Care, Inc.	Waterfall Planter	D394827	02/06/1998
Zodiac Pool Care, Inc.	Apparatus for Creating an Illuminated Waterfall	6132056	17/10/2000
Zodiac Pool Care, Inc.	Apparatus for Creating a Multi-Colored Illuminated Waterfall or Water Fountain	6196471	06/03/2001
Zodiac Pool Care, Inc.	Multicolor Led Lamp Bulb for Underwater Pool Lights	6184628	06/02/2001
Zodiac Pool Care, Inc.	Sparkle Light Bulb with Controllable Memory Function	6685339	03/02/2004
Zodiac Pool Care, Inc.	Wave Motion Detector for Swimming Pool	5268673	07/12/1993
Zodiac Pool Care, Inc.	System and Assembly	6827847	07/12/2004

Grantor	Title	Reg. No. or Appln. No.	Date
	for Sanitizing Swimming Pool Water		
Zodiac Pool Care, Inc.	Multicolor Led Lamp Bulb for Underwater Pool Lights	10/136.216	01/05/2002
Zodiac Pool Care, Inc.	Automatic Swimming Pool Cleaners	11/224.773	13/09/2005
Zodiac Pool Care, Inc.	Automatic Pool Cleaner	11/265,873	03/11/2005
Zodiac Pool Care, Inc.	Swimming Pool, Spa, and Other Recreational Environment Controller Systems, Equipment, and Simulators	11/271,205	10/11/2005
Zodiac Pool Care, Inc.	Motor-Driven Pump for Pool or Spa	11/333.051	17/01/2006
Zodiac Pool Care, Inc.	Hose Clasp For A Pool Cleaner Filter Bag	11/349.797	08/02/2006
Zodiac Pool Care, Inc.	Adjustable Flow Nozzles	60/808.300 (P)	25/05/2006
Zodiac Pool Care, Inc.	Multi-Lobe Filter Bag Principally for a Pool Cleaner	60/837,171 (P)	11/08/2006
Zodiac Pool Care, Inc.	Swimming Pool, Spa, and Other Recreational Environment Controller Systems, Equipment, and Simulators	11/781990	24/07/2007
Zodiac Pool Care, Inc.	Multi-Lobe Filter Bag Principally for a Pool Cleaner	11/836813	10/08/2007
Zodiac Pool Care, Inc.	Adjustable Flow Nozzles	11/805313	23/05/2007

(D) PATENT LICENSES

Name of Agreement	Parties	Date
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None.

SCHEDULE III

TRADEMARK REGISTRATIONS

(E) REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Reg. No. or Appln. No.	Date
Marine Investment US Corp.	None		
Coast Acquisition Corporation	None		
Zodiac Pool Care, Inc.	ALPHA	1474749	Feb 2, 1988
	BARACUDA	1505584	Sep 27, 1988
	INDIGO	78359560	Jan 29, 2004
	LAZERNAUT	78716707	Sep 20, 2005
	LEAF CATCHER (stylized)	2113115	Nov 11, 1997
	LEAF TRAPPER (and design)	1767370	Apr 27, 1993
	MARS	2414507	Dec 19, 2000
	QTC SYSTEM	76661482	Jun 12, 2006
	RANGER	2118352	Dec 2, 1997
	SWEEPY	77014289	Oct 5, 2006
	X7 QUATTRO	76661478	Jun 12, 2006
	ZIPPY	2294686	Nov 23, 1999
	ZOOM	3096024	May 23, 2006
	CENSE	78600297	Apr 1, 2005
	CLEARVISION (Stylized)	1999407	Sep 10, 1996
	DUOCLEAR	2940751	Apr 12, 2005
	NATURE2 & Diamond Design	2504567	Nov 6, 2001
NATURE2 (Stylized)	1953223	Jan 30, 1996	
VISION	1788054	Aug 17, 1993	

AFTER DARK	2602260	Jul 30, 2002
ATV	3083733	Apr 18, 2006
AUTOCLEAR	2472344	Jul 24, 2001
CARETAKER 99 & Design	1745684	Jan 12, 1993
CAROUSEL ROTO-JET & Design	1276006	May 1, 1984
CLUB POLARIS	2683504	Feb 4, 2003
CSI & Design	1324329	Mar 12, 1985
CUSTOM FALL	2455888	May 29, 2001
CV-2	2870921	Aug 10, 2004
CV-3	2773412	Oct 14, 2003
DIGILIGHT	2924068	Feb 1, 2005
D'LIGHT	3272795	Jul 31, 2007
DUST AND VAC	2148130	Mar 31, 1998
ENVIRONPOOL	1995880	Aug 20, 1996
EOS	2940859	Apr 12, 2005
EOS & Design	3009495	Oct 25, 2005
FIBERFALL	2327313	Mar 7, 2000
FLORIDA FALLS	2860033	Jul 6, 2004
HALCYON	2974326	Jul 19, 2005
JET SWEEP ASSEMBLY AND BAG CONFIGURATION	2980200	Jul 26, 2005
LCS	2583302	Jun 18, 2002
LEAF TRAPPER & Design	1767370	Apr 27, 1993
LIGHT MAXIMIZER	2716570	May 13, 2003
MAGNA DRIVE	2712175	Apr 29, 2003
MAX TRAX	2644662	Oct 29, 2002
MINIJET	2975584	Jul 26, 2005
POLARIS	76623130	Dec 3, 2004
POLARIS D'LIGHT & Design	3213915	Feb 27, 2007

	POLARIS EOS & Design	2940937	Apr 12, 2005
	POLARIS POOL CLEANERS	2681044	Jan 28, 2003
	POLARIS POOL EUROPE	78381597	Mar 10, 2004
	POLARIS VAC-SWEEP	1061118	Mar 15, 1977
	POLARIS VAC-SWEEP	1195023	May 11, 1982
	POLARIS VAC-SWEEP & Design	1195024	May 11, 1982
	POLARISAUTOCLEAR & Design	3088540	May 2, 2006
	POLARISAUTOCLEARPLUS & Design	3096549	May 23, 2006
	POLARISQTBLOWER	2962428	Jun 14, 2005
	POOL CLEANER CONFIGURATION 180	1725031	Oct 20, 1992
	POOL CLEANER CONFIGURATION 280/360	2141759	Mar 10, 1998
	POOL CLEANER CONFIGURATION 340	3034128	Dec 27, 2005
	POOL CLEANER CONFIGURATION 480	2846565	May 25, 2004
	POOL CLEANER CONFIGURATION 65/165	2860058	Jul 6, 2004
	POOL CLEANER CONFIGURATION DESIGN 140	2849875	Jun 1, 2004
	POSITRAX	2760374	Sep 2, 2003
	POWER FALL	2441374	Apr 3, 2001
	POWERSTREAMS	2853627	Jun 15, 2004
	PROFIT INCENTIVE PROGRAM	2815880	Feb 17, 2004
	RAINFALL	2402638	Nov 7, 2000
	REVOLVE-IT	2605513	Aug 6, 2002
	SMARTCELL	78586627	Mar 14, 2005

SOL	2714482	May 6, 2003
SPA WAND CONFIGURATION	3125587	Aug 8, 2006
SPAWAND	1347263	Jul 9, 1985
STYLIZED CLEANER DESIGN	2949866	May 10, 2005
SUPERTURTLE	2811869	Feb 3, 2004
TANKTRAX	2841710	May 11, 2004
TURBO TURTLE	2586125	Jun 25, 2002
TURBO TURTLE POOL CLEANER CONFIGURATION	2939612	Apr 12, 2005
ULTRAFLEX	2492640	Sep 25, 2001
UNICOVER	2830885	Apr 6, 2004
UWF	2879169	Aug 31, 2004
VINYLCARE & Design	2540403	Feb 19, 2002
WATERDESIGNS	2726079	Jun 10, 2003
WATERMATIC	2607500	Aug 13, 2002
WATERMATIC FEEDER CONFIGURATION	2959349	Jun 7, 2005
WATERSTARS	2828621	Mar 30, 2004
WIDE TRAX	2754509	Aug 19, 2003
WIDE TRAX & Design	2944871	Apr 26, 2005
YOUR POOL. OUR REPUTATION.	2749783	Aug 12, 2003

(F) TRADEMARK LICENSES

Name of Agreement Parties Date

None.