

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Collateral Agreement	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Entity Type			
HW Int'l Pool/Spa/Patio Expo, LLC			11/02/2010
		LIMITED LIABILITY COMPANY: DELAWARE	
RECEIVING PARTY DATA			
Name:		HW Receivables Lender, LLC	
Street Address:		245 Park Avenue	
Internal Address:		c/o CCMP Capital Advisors, LLC	
City:		New York	
State/Country:		NEW YORK	
Postal Code:		10167	
Entity Type:		LIMITED LIABILITY COMPANY: DELAWARE	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		3286035	INTERNATIONAL POOL & SPA EXPO
CORRESPONDENCE DATA			
Fax Number:		(213)430-6407	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		(213) 430-8308	
Email:		sgordon@omm.com	
Correspondent Name:		Shari L. Gordon	
Address Line 1:		400 S. Hope Street	
Address Line 2:		18th Floor	
Address Line 4:		Los Angeles, CALIFORNIA 90071-2899	
ATTORNEY DOCKET NUMBER:		415,224-506	
NAME OF SUBMITTER:		Shari L. Gordon	
Signature:		/Shari L. Gordon/	

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TRADEMARK
 REEL: 004447 FRAME: 0080

Date:

01/05/2011

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT, dated as of November 2, 2010, is entered into by HW INT'L POOL/SPA/PATIO EXPO, LLC, a Delaware limited liability company (the "Borrower"), and HW RECEIVABLES LENDER, LLC, a Delaware limited liability company, ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (the "Loan and Security Agreement"), Grantor has agreed to grant to Lender a lien and security interest in its General Intangibles, including trademarks, trademark applications and registrations; and

WHEREAS, pursuant to the Loan and Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Collateral Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing lien and security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademark registrations set forth in Schedule A hereto (the "Trademarks");

(b) all goodwill of the business associated with the Trademarks; and

(d) all products and proceeds of the Trademarks, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

3. SECURITY FOR SECURED OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by Grantor pursuant to this Trademark Collateral Agreement secures prompt payment to Lender of the Liabilities. This Trademark Collateral Agreement and the lien and security interest created hereby secures the payment and performance of the Liabilities, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Collateral Agreement secures the payment of all amounts which constitute part of the Liabilities and would be owed by Grantor to Lender, whether or not they

are unenforceable or not allowable due to the existence of a proceeding commenced by or against Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

4. LOAN AND SECURITY AGREEMENT. The lien and security interest granted pursuant to this Trademark Collateral Agreement is granted in conjunction with the lien and security interests granted to Lender pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Collateral Agreement and the Loan and Security Agreement, the Loan and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Lender unilaterally to modify this Trademark Collateral Agreement by amending Schedule I to include any new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Collateral Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Trademark Collateral Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Trademark Collateral Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Trademark Collateral Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Trademark Collateral Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Collateral Agreement or any instrument or agreement required hereunder.

7. BINDING EFFECT. The provisions of this Trademark Collateral Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties hereunder without the prior written consent of Lender, and any attempted assignment without such consent shall be null and void. The rights and benefits of Lender hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Liabilities or any part thereof in accordance with the terms hereof or of the Loan and Security Agreement.

8. CAPTIONS. The captions contained in this Trademark Collateral Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

9. ENTIRE AGREEMENT. This Trademark Collateral Agreement, together with the Loan and Security Agreement and the Other Agreements, embodies the entire agreement and understanding between the Grantor and Lender relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and Lender relating to the Trademark Collateral.

10. COUNTERPARTS. This Trademark Collateral Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart, and a telecopy of any such counterpart shall be valid as an original.

11. AMENDMENTS. Other than as permitted pursuant to the Loan and Security Agreement, neither this Trademark Collateral Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by Lender, with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the Loan and Security Agreement.

12. GOVERNING LAW. THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK AS TO INTERPRETATION, ENFORCEMENT, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECT.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be executed and delivered as of the date first set forth above.

HW INT'L POOL/SPA/PATIO EXPO, LLC, a Delaware limited liability company

By: Matthew A. Flynn
Name: Matthew A. Flynn
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

HW RECEIVABLES LENDER, LLC, a Delaware limited liability company, as Lender

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be executed and delivered as of the date first set forth above.

HW INT'L POOL/SPA/PATIO EXPO, LLC, a Delaware limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

HW RECEIVABLES LENDER, LLC, a Delaware limited liability company, as Lender

By: K R J B
Name:
Title:

Schedule A

<u>Trademark Name</u>	<u>Trademark Registration Number</u>	<u>Registration Date</u>
International Pool & Spa Expo	3286035	August 28, 2007