rm PTO-1594 (Rev. 07/05)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
AB Collection 0651-0027 (exp. 6/30/2006) RECORDATION FO	RM COVER SHEET
TRADEMA	RKS ONLY
To the Director of the U. S. Patent and Trademark Office: Ples	se record the attached documents or the new address(es) below.
Name of conveying party(ies):	2. Name and address of receiving party(ies)
Zodiac Milpro International SAS	Additional names, addresses, or citizenship attached?
1	Name: ING Bank N.V., as London Branch
	Internal
Individual(s) Association	Address:
General Pertnership Limited Pertnership	Street Address: 60 London Wall
Corporation- State:	City: London
✓ Other <u>Company</u>	₩ 00 + 5 ×
Citizenship (see guidelines)	
Additional names of conveying parties attached? Yes 🗹 N	
3. Nature of conveyance //Execution Date(s) :	General Partnership Citizenship
Execution Date(s) February 29, 2012	Limited Partnership Citizenship
	Corporation Citizenship
Assignment Merger	Other Bank Citizenship United Kingdom If assignee is not domiciled in the United States, a domestic
Security Agreement Change of Name	No Linear Age Innetion is attached: 1768 LT NO
Other	(Designations must be a separate opcument from assignment)
4. Application number(s) or registration number(s) a	Ind Identification or description of the Trademark. B, Trademark Registration No.(s)
A. Trademark Application No.(s) See attached Schedule III	See attached Schedule III
Att and the first of the	Additional sheet(s) attached?
C. Identification or Description of Trademark(s) (and Fili	ng Date if Application or Registration Number is unknown):
See attached Schadule III	·
5. Name & address of party to whom correspondent concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Yahavra Reves	
Internal Address: _c/o Linklaters LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 3 +5.00
	Authorized to be charged by credit card
Street Address: 1345 Avenue of the Americas	Authorized to be charged to deposit account
Street Address	L Enclosed
City Nam Vork	8. Payment information:
City: New York State: NV Zip: New York	a. Credit Card Last 4 Numbers 100
	Expiration Date 10 13
Phone Number: <u>212-903-9423</u> Fax Number: <u>212-903-910</u>	b. Deposit Account Number
Email Address: yahayta rayes@linklaters.com	Authorized User Name
9. Signature: / /v / dl/l-ox // 0)	0 / 9 March 1, 2012
Signature: Signature	Date
Yahavia Reyes	Total number of pages including cover g sheet, attachments, and document:
Name of Person Signing	aneat, auscuments, and oppositions.

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Step Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE III

TRADEMARK REGISTRATIONS

(G) REGISTERED TRADEMARKS

		Data
Trademark	Reg. No.	<u>Date</u>
ANY TIME, ANY WEATHER	3,482,101	August 5, 2008
CRRC	3,450,756	June 17, 2008
CZ7	3,206,605	February 6, 2007
<u>CZ7</u>	3,209,539	February 13, 2007
FC-470	3,086,169	April 25, 2006
F470	3,424,015	May 6, 2008
SEA RIB	3,169,039	November 7, 2006
UAB	3,450,755	June 17, 2008
ULTIMATE ADVENTURE BOAT	3,450,754	June 17, 2008
ZODIAC ACADEMY	3,527,744	November 4, 2008

(H) TRADEMARK APPLICATIONS

Trademark	App. No.	<u>Date</u>
MILPRO	79/098,177	<u>April 7, 2011</u>

(i) TRADEMARK LICENSES

Name of Agreement	Parties	Date
None.		

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SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

SHORT-FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 29, 2012, between ZODIAC MILPRO INTERNATIONAL SAS, a société par actions simplifiée unipersonnelle organized under French law, having a share capital of €25,000 whose registered office is at 1, Quai de Grenelle, 75015 Paris, France and with registration number 534 317 011 RCS Paris ("Grantor") and ING BANK N.V., London Branch, as security agent for the Senior Finance Parties (herein in such capacity, the "Security Agent").

RECITALS

- (A) Zodiac Marine Holding ("Parent"), Zodiac Marine & Pool (the "Company"), and certain subsidiaries of the Company, as Borrowers and/or Guarantors, have entered into a Senior Facilities Agreement, dated July 3, 2007, as amended and restated pursuant to an amendment and restatement agreement dated August 3, 2007, an amendment and restatement agreement dated on or about September 26, 2007, and an amendment and restatement agreement dated April 1, 2010 (the "Senior Facilities Agreement"), with, amongst others, ING Bank N.V., London Branch, as Mandated Lead Arranger and Bookrunner, the financial institutions party thereto as lenders (the "Senior Lenders"), ING Bank, N.V., London Branch, 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.
- (A) Parent, the Company and certain subsidiaries of the Company, and certain other parties thereto have entered into an Intercreditor Deed dated July 3, 2007, as amended and restated pursuant to an amendment and restatement deed dated August 3, 2007 and an amendment and restatement deed dated April 1, 2010 (the "Intercreditor Deed"), with, amongst others, the Senior Agent, the Mezzanine Agent (as defined therein), the Security Agent, the Issuing Bank, the Senior Lenders and the Mezzanine Lenders (as defined therein).
- (B) As of the date hereof, Grantor entered into an Accession Letter under which it acceded to (i) the Senior Facilities Agreement as an Additional Borrower and Additional Guarantor (each as defined therein) and (ii) the Intercreditor Deed as an Obligor (as defined therein).
- (C) Grantor is a party to an Intellectual Property Security Agreement, dated February 29, 2012, in favor of the Security Agent (the "Intellectual Property Security Agreement"), pursuant to which Grantor is required to execute and deliver this Agreement.
- (D) In consideration of the mutual conditions and agreements set forth in the Senior Facilities Agreement, the Intellectual Property 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 Intellectual Property Security Agreement and used herein have the meaning given to them in the Intellectual Property Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

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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 Secured Obligations, 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.

"Intellectual Property Collateral" means 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,
- (a) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (b) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto, and all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;
- all reissues, continuations or extensions of the foregoing; and
- (d) 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 Priority

Notwithstanding anything to the contrary contained in this Agreement, Grantor and the Security Agent (on behalf of the Senior Finance Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Security Agent for the benefit of the Senior Finance Parties and securing Grantor's Secured Obligations, shall be junior to no other Security Interest (but may be junior to Permitted Security).

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include and Grantor shall not 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 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 Grantor agrees to use all reasonable efforts to obtain all requisite consents to enable Grantor to provide a Security Interest in such asset and such asset is material if the Parent determines that such endeavors will not involve placing commercial relationships with third parties in jeopardy and, in any

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event, immediately upon the ineffectiveness, lapse or termination of any such provision, the Intellectual Property Collateral shall include, and 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 Intellectual Property Security Agreement

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Intellectual Property Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Intellectual Property 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]

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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.

ANK N.V., LONE	REED: DON BRANCH, as	Security Agent		
		_		
lame:			•	
Title:				
			٠	

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.

ZODIAC MILPRO INTERNATIONAL SAS
Ву:
Name:
Title:
ACCEPTED AND AGREED:
ING BANK N.V., LONDON BRANCH, as Security Agent
M/D
Ву
Name: HELLOW CHAW
Name: FIELDW CHAW Title: VICE PRESIDENT

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Signature Page to Short Form Intellectual Property Security Agreement

SCHEDULE I

COPYRIGHT REGISTRATIONS

(A)	REGISTERED COPYRIGHTS		
	Title	Copyright Reg. No.	<u>Date</u>
	None.		
(B)	COPYRIGHT APPLICATIONS		
	Title	Copyright App. No.	<u>Date</u>
None.			
(C)	COPYRIGHT LICENSES		
	Name of Agreement	Parties	<u>Date</u>
	None.		

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SCHEDULE II

PATENT REGISTRATIONS

(D)	REGISTERED PATENTS			
	Patent	Reg. No.	<u>Date</u>	
	None.			
(E)	PATENT APPLICATIONS			
	Patent	App. Serial No.	<u>Date</u>	
	None.			
(F)	PATENT LICENSES			
	Name of Agreement	Parties	Date	
	None.			

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RECORDED: 03/01/2012