

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ING BANK N.V.		01/31/2013	PUBLIC LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	ZODIAC OF NORTH AMERICA, INC.		
Street Address:	32 bis boulevard Haussmann		
Internal Address:	c/o Zodiac Marine & Pool SAS		
City:	Paris		
State/Country:	FRANCE		
Postal Code:	F-75009		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2958215	HOMEGUARD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F143317		
DOMESTIC REPRESENTATIVE			

OP \$40.00 2958215

900245755

**TRADEMARK
 REEL: 004953 FRAME: 0559**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jonathan Larson
Signature:	/Jonathan Larson/
Date:	01/31/2013
Total Attachments: 2 source=ZNA - Release of Trademark#page2.tif source=ZNA - Release of Trademark#page3.tif	

Release of Intellectual Property Security Agreement

This Partial Release is executed as of January 31, 2013, by ING BANK N.V., as security agent for the Secured Parties (the "**Security Agent**"), for the benefit of Zodiac of North America, Inc. (the "**Grantor**").

WITNESSETH:

WHEREAS, pursuant to an Intellectual Property Security Agreement dated as of October 23, 2012 (the "**IPSA**") between the Grantor and the Security Agent, which IPSA was recorded in the U.S. Patent and Trademark Office (the "**Office**") on November 7, 2012, at Reel 4895, Frame 0878, the Grantor has granted a security interest in its right, title and interest in and to the Released IP Collateral (as defined below) to the Security Agent, for the benefit of the Secured Parties. Any capitalized term used but not otherwise defined herein shall have the meaning assigned to such term in the IPSA.

WHEREAS, in connection with a "Permitted Disposal" (as defined in the Senior Facilities Agreement) of certain Intellectual Property Collateral (as described under the heading "Released IP Collateral" below, the "**Released IP Collateral**"), the Security Agent agrees to release the security interests created under the IPSA in the Released IP Collateral, on the terms and conditions set forth in that certain Partial Release of US Security Interests dated as of the date hereof, between *inter alios* the Security Agent and the Grantor.

Released IP Collateral


Grantor	Mark	Reg. No. or Appln. No.	Date
Zodiac of North America, Inc.	HOMEGUARD	2958215	May 31, 2005

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent, acting on behalf of the Secured Parties, hereby unconditionally and irrevocably releases the security interests over the Released IP Collateral created by the IPSA.

This Release shall be governed by and construed in accordance with the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflict of laws principles that would require application of another law. This Release will be binding upon and inure to the benefit of each party and its successors and assigns.

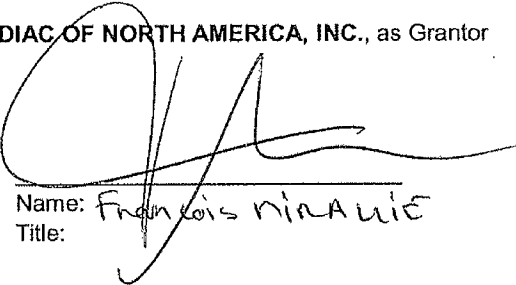
[Signature page follows.]

ING BANK N.V., as Security Agent

By 
Name: S. BONAN
Title: VP SAF

Acknowledged and agreed by:

ZODIAC OF NORTH AMERICA, INC., as Grantor

By 
Name: Francois MIRALIEU
Title: