

**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
NEW DIMENSION ONE SPAS, INC.		02/20/2013	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent
<b>Street Address:</b>	11 MADISON AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	BANK: SWITZERLAND

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	3025874	@HOME
Registration Number:	2526923	@ HOME HOT TUBS
Registration Number:	3031221	AMORÉ BAY
Registration Number:	2863562	AQUAFIT
Registration Number:	3825499	AQUATICFITNESSSYSTEMS
Registration Number:	2519666	CLEARZONE
Registration Number:	1894593	CRYSTALZONE
Registration Number:	2827281	D1
Registration Number:	2299566	DIMENSION ONE SPAS
Registration Number:	2123439	
Registration Number:	2969406	DUPREE BAY
Registration Number:	3022554	ENVIROTECT
Registration Number:	2349357	E-Z LIFTER
Registration Number:	2873967	LOTUS BAY

**TRADEMARK**

**900248724**

**REEL: 004975 FRAME: 0583**

**OP \$590.00 3025874**

Registration Number:	4087214	REFLECTIONS
Registration Number:	2773427	SARENA BAY
Registration Number:	2904457	SEVILLE
Registration Number:	2881070	THE GREAT SHAPE OF WATER
Registration Number:	3501459	THE SWAN
Registration Number:	3507820	THE SWAN
Registration Number:	2557987	ULTRALIFE
Registration Number:	3786458	
Registration Number:	3786457	

**CORRESPONDENCE DATA**

Fax Number: 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 301-638-0511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38462
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	03/06/2013

Total Attachments: 10  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

NEW DIMENSION ONE SPAS, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: CALIFORNIA  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) February 20, 2013

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 11 MADISON AVENUE

City: NEW YORK

State: NY

Country: USA                              Zip: 10010

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other BANK      Citizenship SWITZERLAND

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

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

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

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: IP Research Plus

Internal Address: \_\_\_\_\_

Attn: Penelope J.A. Agodoa

Street Address: \_\_\_\_\_

21 Tadcaster Circle

City: Waldorf

State: MD                              Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: orders@ipresearchplus.com

**6. Total number of applications and registrations involved:**

23

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

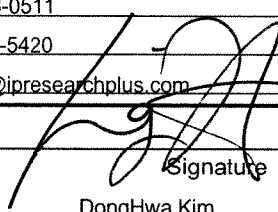
**8. Payment Information:**

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

DongHwa Kim

Name of Person Signing

February 20, 2013

Date

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

10

FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT dated as of February 20, 2013 (this "**Agreement**"), among NEW DIMENSION ONE SPAS, INC. (the "**Grantor**") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (f/k/a 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.

WHEREAS, the Lenders have extended credit to the Borrower under the Credit Agreement and as consideration for credit previously extended to the Borrower, the Grantor has become a party to the Security Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

SECTION 1.01. **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 1.01 of the Security Agreement also apply to this Agreement.

SECTION 1.02. **Grant of Security Interest in the Patent Collateral.** As security for the payment or performance, as the case may be, in full of the Obligations, the 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**");

(a) all letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I, and all applications for letters patent of the United States or the equivalent thereof in any other country or jurisdiction, including those listed on Schedule I;

(b) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, reexaminations or revisions thereof, and the inventions disclosed or claimed therein, including the right to make, use, import and/or sell the inventions disclosed or claimed therein;

(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 1.03. *Grant of Security Interest in the Trademark Collateral.***

As security for the payment or performance, as the case may be, in full of the Obligations, the 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 the Grantor or in which the Grantor now has 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 II (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 1.04. ***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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent Collateral and 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 1.05. ***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 1.06. ***Choice of Law.*** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

NEW DIMENSION ONE SPAS, INC.

by

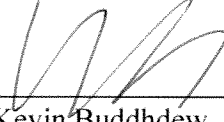


Name: *Anthony Lovello*

Title: *Vice President & General Counsel*

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Administrative Agent,

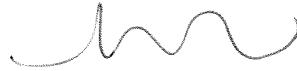
by



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Name: Kevin Buddhew  
Title: Vice President

by



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Name: Alex Verdone  
Title: Associate



Schedule I

Patents

United States Patents

1. United States Patent No. 6,839,919
2. United States Patent No. 7,310,835
3. United States Patent No. 6,857,139
4. United States Patent No. 7,013,503
5. United States Patent No. 6,904,625
6. United States Patent No. 7,000,264
7. United States Patent No. 5,584,081
8. United States Patent No. 5,634,218
9. United States Patent No. 6,775,863
10. United States Patent No. 7,178,178
11. United States Design Patent No. D482,126
12. United States Design Patent No. D495,802
13. United States Design Patent No. D484,607
14. United States Design Patent No. D501,010
15. United States Design Patent No. D544,611
16. United States Patent No. 5,517,703
17. United States Design Patent No. D547,876
18. United States Design Patent No. D547,877
19. United States Patent No. 5,131,102
20. United States Design Patent No. D384,479
21. United States Patent No. 7,597,652
22. United States Patent No. 7,604,364

23. United States Patent No. 5,665,228
24. United States Patent No. 5,682,625
25. United States Patent No. 5,495,627
26. United States Patent Application Serial No. 11/669,844
27. United States Patent Application Serial No. 13/171,220
28. United States Patent No. 6,868,563
29. United States Patent No. D594560
30. United States Patent No. 7,884,335
31. United States Patent No. 8,069,505

Non-United States Patents

1. Australian Design Patent No. 301362
2. Australian Design Patent No. 301361
3. Canadian Design Patent No. 116,176
4. Canadian Design Patent No. 109,633
5. European Patent No. 1,557,150
6. French Patent No. 1,557,150
7. German Patent No. 1,557,150
8. United Kingdom Patent No. 1,557,150
9. European Patent No. 1,657,798
10. French Patent No. 1,657,798
11. German Patent No. 1,657,798
12. United Kingdom Patent No. 1,657,798

Schedule II

Trademarks

United States Trademarks

1. @HOME United States Trademark Registration No. 3,025,874
2. @HOME HOT TUBS United States Trademark Registration No. 2,526,923
3. AMORE BAY United States Trademark Registration No. 3,031,221
4. AQUAFIT United States Trademark Registration No. 2,863,562
5. AQUAFITNESSSYSTEMS (and design) United States Trademark Registration No. 3825499
6. CLEARZONE United States Trademark Registration No. 2,519,666
7. CRYSTALZONE United States Trademark Registration No. 1,894,593
8. D1 United States Trademark Registration No. 2,827,281
9. DIMENSION ONE SPAS United States Trademark Registration No. 2,299,566
10. DIMENSION ONE SPAS United States Trademark Registration No. 2,123,439
11. DUPREE BAY United States Trademark Registration No. 2,969,406
12. ENVIROTECT United States Trademark Registration No. 3,022,554
13. E-Z LIFTER United States Trademark Registration No. 2,349,357
14. LOTUS BAY (and design) United States Trademark Registration No. 2,873,967
15. REFLECTIONS United States Trademark Registration No. 4,087,214
16. SARENA BAY United States Trademark Registration No. 2,773,427
17. SEVILLE United States Trademark Registration No. 2,904,457
18. THE GREAT SHAPE OF WATER United States Trademark Registration No. 2881070
19. THE SWAN United States Trademark Registration No. 3,501,459
20. THE SWAN (and design) United States Trademark Registration No. 3,507,820
21. ULTRALIFE United States Trademark Registration No. 2,557,987

22. DIMENSION ONE SPAS United States Trademark Registration No. 3786458
23. DIMENSION ONE SPAS United States Trademark Registration No. 3786457

Non-U.S. Trademark Registrations

1. DIMENSION ONE SPAS Australian designation of International Trademark Registration No. 868567
2. DIMENSION ONE SPAS French designation of International Trademark Registration No. 868567
3. DIMENSION ONE SPAS German designation of International Trademark Registration No. 868567
4. DIMENSION ONE SPAS International Trademark Registration No. 868567
5. DIMENSION ONE SPAS Italian designation of International Trademark Registration No. 868567
6. DIMENSION ONE SPAS Spanish designation of International Trademark Registration No. 868567
7. DIMENSION ONE SPAS United Kingdom designation of International Trademark Registration No. 868567
8. DIMENSION ONE SPAS (logo) Australian designation of International Trademark Registration No. 884038
9. DIMENSION ONE SPAS (logo) International Trademark Registration No. 884038
10. NECKFLEX JET PILLOW Australian designation of International Trademark Registration No. 860858
11. NECKFLEX JET PILLOW International Trademark Registration No. 860858
12. D1 International Trademark Registration No. 886634