


TRADEMARK

06/26/2013



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Electronic Version v1.1  
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Re-900257777 6-26-13

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW DIMENSION ONE SPAS, INC.		06/12/2013	CORPORATION: CALIFORNIA
THERMOSPAS HOT TUB PRODUCTS, INC.		06/12/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	225 FRANKLIN STREET
Internal Address:	ATT'N: PORTFOLIO MANAGER
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	UNKNOWN: UNKNOWN <b>UNITED STATES BANKING ASSOCIATION</b>

PROPERTY NUMBERS Total: 30

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

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Registration Number:	3022554	ENVIROTECT
Registration Number:	2349357	E-Z LIFTER
Registration Number:	2873967	LOTUS BAY
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	
Registration Number:	3816547	THERMOSPAS
Registration Number:	3750292	THERMO COOL
Serial Number:	78937686	ENDUROWOOD
Registration Number:	3269414	TOTAL CONTROL THERAPY
Registration Number:	2955833	THE HEALING SPA
Registration Number:	2921027	SPA EASE
Serial Number:	76132831	THERMOSPAS

**CORRESPONDENCE DATA**

Fax Number: 2134306407

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: barbit@omm.com

Correspondent Name: Beryl E. Arbit

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	BERYL E. ARBIT
Signature:	/S/ BERYL E. ARBIT
Date:	06/12/2013

**Total Attachments: 7**

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EXECUTION COPY

ABL TRADEMARK SECURITY AGREEMENT dated as of June 12, 2013 (this "*Agreement*"), among New Dimension One Spas, Inc., a California corporation ("*New Dimension*") and ThermoSpas Hot Tub Products, Inc., a Delaware corporation ("*ThermoSpas*") and, with New Dimension, each a "*Grantor*", and together, the "*Grantors*") and Bank of America, N.A., as administrative agent (in such capacity, and as further defined in Section 1.01 of the ABL Credit Agreement, 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 Jacuzzi Holding LLC, a Delaware limited liability company, formerly known as Jacuzzi Holding Corp., a Delaware corporation, formerly known as Bath Holding Corp., a Delaware corporation ("*Holdings*"), Jacuzzi Brands LLC, a Delaware limited liability company, formerly known as Jacuzzi Brands Corp., a Delaware corporation, formerly known as Bath Acquisition Corp., a Delaware corporation (the "*U.S. Borrower*"), the subsidiaries of the U.S. Borrower from time to time party thereto (the "*Subsidiary Parties*") and the Administrative Agent and (b) the ABL Credit Agreement dated as of February 7, 2007 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "*ABL Credit Agreement*"), among Holdings, the U.S. Borrower, the U.K. Borrower (the U.K. Borrower and the U.S. Borrower, each a "*Borrower*", and together, the "*Borrowers*"), the lenders from time to time party thereto (the "*Lenders*"), the Administrative Agent and the other financial institutions named therein.

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the ABL Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. *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 1.02 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each 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 such Grantor or in which such Grantors now have 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 3. *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. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to 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 4. *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 5. *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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**TRADEMARK**  
**REEL: 005060 FRAME: 0318**

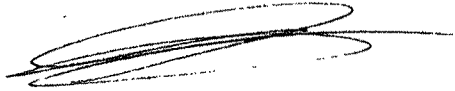
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

NEW DIMENSION ONE SPAS, INC.



Name: Anthony F. Lovallo  
Title: Vice President and Secretary

THERMOSPAS HOT TUB PRODUCTS INC.



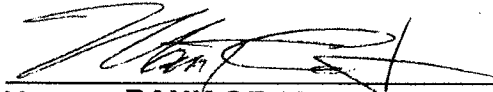
Name: Anthony F. Lovallo  
Title: Vice President and Secretary

Signature Page to 2013 ABL Trademark Security Agreement

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**TRADEMARK**  
**REEL: 005060 FRAME: 0319**

BANK OF AMERICA, N.A., as  
Administrative Agent



Name: **BANK OF AMERICA, N.A.**  
Title: **Matthew T. O'Keefe**  
**Senior Vice President**

Signature Page to 2013 ABL Trademark Security Agreement

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**TRADEMARK**  
**REEL: 005060 FRAME: 0320**

**Schedule I**

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**TRADEMARK**  
**REEL: 005060 FRAME: 0321**



Trademarks and Trademark Licenses

Legal Entity	Country	Trademark or Trade Name	Registration or Application Number
New Dimension One Spas, Inc.	United States	@HOME	3,025,874
New Dimension One Spas, Inc.	United States	@HOME HOT TUBS	2,526,923
New Dimension One Spas, Inc.	United States	AMORE BAY	3,031,221
New Dimension One Spas, Inc.	United States	AQUAFIT	2,863,562
New Dimension One Spas, Inc.	United States	AQUAFITNESSSYSTEMS (and design)	3,825,499
New Dimension One Spas, Inc.	United States	CLEARZONE	2,519,666
New Dimension One Spas, Inc.	United States	CRYSTALZONE	1,894,593
New Dimension One Spas, Inc.	United States	D1	2,827,281
New Dimension One Spas, Inc.	United States	DIMENSION ONE SPAS	2,299,566
New Dimension One Spas, Inc.	United States	DIMENSION ONE SPAS	2,123,439
New Dimension One Spas, Inc.	United States	DUPREE BAY	2,969,406
New Dimension One Spas, Inc.	United States	ENVIROTECT	3,022,554
New Dimension One Spas, Inc.	United States	E-Z LIFTER	2,349,357
New Dimension One Spas, Inc.	United States	LOTUS BAY	2,873,967
New Dimension One Spas, Inc.	United States	REFLECTIONS	4,087,214
New Dimension One Spas, Inc.	United States	SARENA BAY	2,773,427
New Dimension One Spas, Inc.	United States	SEVILLE	2,904,457
New Dimension One Spas, Inc.	United States	THE GREAT SHAPE OF WATER	2,881,070
New Dimension One Spas, Inc.	United States	THE SWAN	3,501,459
New Dimension One Spas, Inc.	United States	THE SWAN (and design)	3,507,820
New Dimension One Spas, Inc.	United States	ULTRALIFE	2,557,987
New Dimension One Spas, Inc.	United States	DIMENSION ONE SPAS	3,786,458
New Dimension One Spas, Inc.	United States	DIMENSION ONE SPAS	3,786,457
New Dimension One Spas, Inc.	Australia	DIMENSION ONE SPAS	868567
New Dimension One Spas, Inc.	France	DIMENSION ONE SPAS	868567
New Dimension One Spas, Inc.	Germany	DIMENSION ONE SPAS	868567
New Dimension One Spas, Inc.	International	DIMENSION ONE SPAS	868567
New Dimension One Spas, Inc.	Italy	DIMENSION ONE SPAS	868567
New Dimension One Spas, Inc.	Spain	DIMENSION ONE SPAS	868567
New Dimension One Spas, Inc.	United Kingdom	DIMENSION ONE SPAS	868567
New Dimension One Spas, Inc.	Australia	DIMENSION ONE SPAS (logo)	884038
New Dimension One Spas, Inc.	International	DIMENSION ONE SPAS (logo)	884038
New Dimension One Spas, Inc.	Australia	NECKFLEX JET PILLOW	860858
New Dimension One Spas, Inc.	International	NECKFLEX JET PILLOW	860858
New Dimension One Spas, Inc.	International	D1	886634

Legal Entity	Country	Trademark or Trade Name	Registration or Application Number	Date of Registration
ThermoSpas Hot Tub Products, Inc.	United States	THERMOSPAS	3816547	7/13/2010
ThermoSpas Hot Tub Products, Inc.	United States	THERMO COOL (Stylized)	3750292	2/16/2010
ThermoSpas Hot Tub Products, Inc.	United States	ENDUROWOOD	78937686	
ThermoSpas Hot Tub Products, Inc.	United States	TOTAL CONTROL THERAPY	3269414	7/24/2007
ThermoSpas Hot Tub Products, Inc.	United States	THE HEALING SPA	2955833	5/24/2005
ThermoSpas Hot Tub Products, Inc.	United States	THERMOEASE		
ThermoSpas Hot Tub Products, Inc.	United States	SPA EASE (WITH DESIGN)	2921027	1/25/2005
ThermoSpas Hot Tub Products, Inc.	United States	THERMOSPAS	76132831	