

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RHT Inc.		06/28/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	333 South Hope Street, Ste 1300		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3370096	BATHWRAPS	
Registration Number:	4589664	HAPPY IN YOUR HOME	
Registration Number:	3469032	START YOUR DAY BEAUTIFUL	
Registration Number:	3058935	LINERS DIRECT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Gloria Sheehan		
SIGNATURE:	/Gloria Sheehan/		
DATE SIGNED:	07/05/2017		
Total Attachments: 6			
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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)/Execution Date(s):

RHT Inc.

- Individual(s)
- General Partnership
- Corporation
- Other:

Citizenship: IL

Execution Date(s) June 28, 2017

Additional names of conveying parties attached? Yes No

- Association
- Limited Partnership

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached?

No

Name: Bank of America, N.A., as Collateral Agent

Internal Address: _____

Street Address: 333 South Hope Street, Ste 1300

City: Los Angeles

State: CA

Country: USA

Zip: 90071

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Citizenship _____

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)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **ABL Trademark Security Agreement**
- Merger
- Change of Name

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

A. Trademark Application No.(s) See attached Schedule I

B. Trademark Registration No.(s) See attached Schedule I

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: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

4

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: Gloria Sheehan

Signature

July 5, 2017

Date

Gloria Sheehan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ABL TRADEMARK SECURITY AGREEMENT dated as of June 28, 2017 (this "*Agreement*"), between RHT, Inc., an Illinois corporation (the "*Pledgor*") and Bank of America, N.A., as Collateral Agent under and as defined in the Security Agreement defined below.

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of June 28, 2017 (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 Collateral Agent and (b) the Credit Agreement (as defined in the Security Agreement, the "*ABL Credit Agreement*").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement and the Cash Management Banks and Qualified Counterparties have agreed to provide financial accommodations to the Loan Parties subject to the terms and conditions set forth in the applicable Cash Management Obligations and Specified Hedge Agreements, respectively. The obligations of the Lenders to extend such credit and the obligations of the Cash Management Banks and Qualified Counterparties to extend such financial accommodations are conditioned upon, among other things, the execution and delivery of this Agreement. Each of the undersigned, after giving effect to the Amendment No. 5 Transactions, is a Subsidiary of the U.S. Borrower, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the ABL Credit Agreement and is 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 (including by reference to the ABL Credit Agreement). The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, Pledgor, pursuant to the Security Agreement, did and hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor 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 I (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;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Trademarks" and/or "Trademark Collateral" shall not include, any Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

[Signature Pages Follow]

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

RHT INC.

By: 

Name: Anthony F. Lovallo

Title: Vice President, General Counsel and
Secretary

[Signature page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006099 FRAME: 0916

**BANK OF AMERICA, N.A., as Collateral
Agent**

By: Paul Blachman

Name: Paul Blachman

Title: Vice President

[Signature page to ABL Trademark Security Agreement]

Schedule I
Trademarks

Trademark	Status	Owner	Application No	Registration No
BATHWRAPS	Registered	RHT Inc.	77108284	3370096
HAPPY IN YOUR HOME	Registered	RHT Inc.	85914788	4589664
START YOUR DAY BEAUTIFUL	Registered	RHT Inc.	77189146	3469032
LINERS DIRECT	Registered	RHT Inc.	78552519	3058935

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