

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sundance Spas, Inc.		02/25/2019	Corporation: CALIFORNIA
Thermospas Hot Tub Products, Inc.		02/25/2019	Corporation: DELAWARE
Jacuzzi Products Co.	FORMERLY Jacuzzi Whirlpool Bath	02/25/2019	Corporation: CALIFORNIA
New Dimension One Spas, Inc.		02/25/2019	Corporation: CALIFORNIA
Jacuzzi Inc.		02/25/2019	Corporation: DELAWARE
RHT, Inc.		02/25/2019	Corporation: ILLINOIS
KLI, Inc.		02/25/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as administrative agent
Street Address:	333 South Hope Street
Internal Address:	19th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 172

Property Type	Number	Word Mark
Serial Number:	88217276	
Serial Number:	88217282	
Serial Number:	88217289	
Registration Number:	5630734	JACUZZI
Registration Number:	5640555	JACUZZI
Registration Number:	5630736	JACUZZI
Registration Number:	5664350	JACUZZI
Serial Number:	87643995	SMARTTUB
Serial Number:	87616300	PROWAVE
Registration Number:	5581883	EXECUTIVE

OP \$4315.00 88217276

Property Type	Number	Word Mark
Serial Number:	87527070	AVILA
Registration Number:	5566887	ILEANA
Registration Number:	5566888	CONTENTO
Registration Number:	5650316	ROSALIA
Serial Number:	87526079	KARINA
Serial Number:	87526101	LEONORA
Registration Number:	5520960	LEOLA
Registration Number:	5520959	SORDINO
Registration Number:	5576881	NERINA
Registration Number:	5650232	ELGIN
Registration Number:	5520838	CALLUM
Registration Number:	5520839	ABRI
Registration Number:	5393073	SERAFINA
Registration Number:	5546933	LENIRE
Registration Number:	5607878	MALCOLM
Registration Number:	5612746	BROXBURN
Registration Number:	5602244	FIDDICH
Serial Number:	87414064	BRETTON
Registration Number:	5607879	ARDMORE
Serial Number:	87389510	GOOD CAUSE SPAS
Registration Number:	5318789	JACUZZI
Registration Number:	5318790	JACUZZI
Registration Number:	5576493	WHISPER TECHNOLOGY
Registration Number:	5576494	WHISPER + TECHNOLOGY
Serial Number:	87270668	WHISPER+
Registration Number:	5444299	PRADO
Serial Number:	87242188	BRISTOL
Registration Number:	5551466	HANOVER
Registration Number:	5257949	MODENA
Registration Number:	5487340	LAUREN
Serial Number:	87188271	JACUZZI FOR LIFE
Registration Number:	5487326	MINCIO
Registration Number:	5257820	SALONE
Registration Number:	5257821	BARREA
Registration Number:	5487328	MINCIO
Registration Number:	5633397	SALONE
Registration Number:	5633398	BARREA
Serial Number:	87098658	SUNCOOLER

Property Type	Number	Word Mark
Registration Number:	5070216	RISTORRE
Registration Number:	5070217	RISTORRE
Registration Number:	5031933	STELLA
Registration Number:	5031863	SIENA
Registration Number:	5120749	CLEANLINE
Registration Number:	5214674	CLAREMONT
Serial Number:	86761889	KINGSTON
Registration Number:	5296896	MIKA
Registration Number:	5219082	ANNA
Registration Number:	4836730	FUZION
Registration Number:	5643748	FAST FILL
Registration Number:	4836395	ALLUSION
Registration Number:	5196040	BIANCA
Registration Number:	4785612	AQUALIBRIUM
Registration Number:	4770333	SLIMPRO
Registration Number:	4971365	SIGNATURE
Registration Number:	4661137	PROCLEAR
Registration Number:	4617687	TRU-LEVEL
Registration Number:	4761558	CAYMAN
Registration Number:	4969277	FLUIDIX
Registration Number:	4852026	PROCLARITY
Registration Number:	4761373	SHOWERPRO
Registration Number:	4860374	LUXECAST
Registration Number:	4694577	SUNSMART
Registration Number:	4572559	THERAPRO
Registration Number:	5041559	CATALINA
Registration Number:	4769708	LINEA
Registration Number:	4615315	MCKINLEY
Registration Number:	4572466	EVERYONE DESERVES SOMETIME
Registration Number:	4615295	RAMONA
Registration Number:	4797706	AVVIO
Registration Number:	5032275	URBINO
Registration Number:	5032276	TORINO
Registration Number:	4528234	MARIN
Registration Number:	4589664	HAPPY IN YOUR HOME
Registration Number:	4421840	OPTIMA
Registration Number:	4421570	CAMEO
Registration Number:	4421571	CAPRI

Property Type	Number	Word Mark
Registration Number:	4421575	MAJESTA
Registration Number:	4528060	ALTAMAR
Registration Number:	4393927	EDISON
Registration Number:	4328391	PEYTON
Registration Number:	4502504	BLUEWAVE
Registration Number:	4526153	FOCUS-RELIEF
Registration Number:	4227295	ASPEN
Registration Number:	4440673	JACUZZI
Registration Number:	4727894	SELECT SERIES
Registration Number:	4335542	SUNSTRONG
Registration Number:	4169262	ECOWRAP
Registration Number:	4159120	CLEARRAY
Registration Number:	4215158	POWERCHOICE
Registration Number:	4552089	PRIMO
Registration Number:	4215041	POINTPRO
Registration Number:	4376973	CONSTANCE
Registration Number:	4384473	J-LX
Registration Number:	4411487	J-LXL
Registration Number:	4087214	REFLECTIONS
Registration Number:	4296054	SMARTSEAL
Registration Number:	3993619	PERFECTA
Registration Number:	4010587	DUETTA
Registration Number:	3970109	MICROCLEAN
Registration Number:	3786457	
Registration Number:	3786458	
Registration Number:	4342851	JACUZZI
Registration Number:	3816547	THERMOSPAS
Registration Number:	3865893	BONAIRE
Registration Number:	3857290	SIA
Registration Number:	3469032	START YOUR DAY BEAUTIFUL
Registration Number:	3370096	BATHWRAPS
Registration Number:	3912407	FINESTRA
Registration Number:	3747876	CHELSEE
Registration Number:	3266415	SALON
Registration Number:	3738228	TACOMA
Registration Number:	3738229	DENALI
Registration Number:	3644973	LUNA
Registration Number:	3620920	AMIGA

Property Type	Number	Word Mark
Registration Number:	3313661	ELARA
Registration Number:	3269414	TOTAL CONTROL THERAPY
Registration Number:	3058935	LINERS DIRECT
Registration Number:	3905780	SILENT AIR
Registration Number:	3066860	LIVING THE SPALIFE
Registration Number:	4251960	IMPERIAL SPAS
Registration Number:	3025874	@HOME
Registration Number:	3031221	AMORÉ BAY
Registration Number:	3022554	ENVIROTECT
Registration Number:	2969406	DUPREE BAY
Registration Number:	2904457	SEVILLE
Registration Number:	2873967	LOTUS BAY
Registration Number:	3776282	ESPREE
Registration Number:	2827281	D1
Registration Number:	2773427	SARENA BAY
Registration Number:	2821785	PURE AIR
Registration Number:	2863562	AQUAFIT
Registration Number:	2519666	CLEARZONE
Registration Number:	2526923	@ HOME HOT TUBS
Registration Number:	2557987	ULTRALIFE
Registration Number:	2299566	DIMENSION ONE SPAS
Registration Number:	2349357	E-Z LIFTER
Registration Number:	2123439	
Registration Number:	2047590	CETRA
Registration Number:	2092747	MAJORA
Registration Number:	2040520	FRESCO
Registration Number:	2149702	VERONA
Registration Number:	2040551	QUASAR
Registration Number:	1991091	LUXURA
Registration Number:	1928030	FESTIVA
Registration Number:	1943791	CAPELLA
Registration Number:	1879185	STEAMPRO
Registration Number:	1894593	CRYSTALZONE
Registration Number:	1715456	SUNDANCE
Registration Number:	1703100	RIVA
Registration Number:	1717864	JACUZZI
Registration Number:	1554575	POWERPRO
Registration Number:	1424739	SIGNA

Property Type	Number	Word Mark
Registration Number:	1367491	WATER RAINBOW
Registration Number:	1355195	ESPREE
Registration Number:	1329439	BIANCA
Registration Number:	1241022	JACUZZI WHIRLPOOL BATH
Registration Number:	1101174	JACUZZI
Registration Number:	2464129	A.G. FERRARI FOODS
Registration Number:	2340438	ODDHOBBY
Registration Number:	2003632	LIVING PLEASURES
Registration Number:	1520133	CUSTOMLINE
Registration Number:	1161337	IMPERIALCARE

CORRESPONDENCE DATA

Fax Number: 2134579890

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.

Phone: 213 457 9854

Email: edavenport@mcguirewoods.com

Correspondent Name: Yoojin Lee, McGuireWoods LLP

Address Line 1: 355 S. Grand Avenue

Address Line 2: Suite 4200

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Yoojin Lee

SIGNATURE: /Yoojin Lee/

DATE SIGNED: 03/12/2019

Total Attachments: 35

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Intellectual Property Security Agreement”) is entered into as of February 25, 2019, by and among **SUNDANCE SPAS, INC.**, a California corporation, **THERMOSPAS HOT TUB PRODUCTS, INC.**, a Delaware corporation, **JACUZZI PRODUCTS CO.**, a California corporation (formerly Jacuzzi Whirlpool Bath), **NEW DIMENSION ONE SPAS, INC.**, a California corporation, **JACUZZI INC.**, a Delaware corporation, **RHT, INC.**, an Illinois corporation, and **KLI, INC.**, a Delaware corporation (each, a “Grantor”, and collectively, the “Grantors”), and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Creditors (in such capacity, the “Collateral Agent”; as further defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of February 25, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Facility Agreement”), by and among (i) initially, and at all times prior to the effectiveness of the Assumption and Release (as defined in the Credit Agreement defined below), **AQUARIUS INVEST SUB, INC.**, a Delaware corporation (the “Initial Borrower”), (ii) upon and after the effectiveness of the Assumption and Release, **JACUZZI BRANDS LLC**, a Delaware limited liability company, (“Jacuzzi Brands”), **SUNDANCE SPAS, INC.**, a California corporation (“Sundance”), **JACUZZI, INC.**, a Delaware corporation (“Jacuzzi”), **NEW DIMENSION ONE SPAS, INC.**, a California corporation (“New Dimension”) and **RHT, INC., d/b/a Liners Direct**, an Illinois corporation (“RHT” and, collectively with Jacuzzi Brands, Sundance, Jacuzzi, New Dimension and RHT, the “U.S. Borrowers” and individually, a “U.S. Borrower”), (iii) upon and after the effectiveness of the Assumption and Release, Hydropool Inc., an Ontario corporation (the “Canadian Borrower”), (iv) upon and after the effectiveness of the Assumption and Release, **JACUZZI HOLDING LLC**, a Delaware limited liability company (“Holdings”), (v) upon and after the effectiveness of the Assumption and Release, 2573388 Ontario Inc., an Ontario corporation (“Canadian Holdings”), (vi) the financial institutions party thereto from time to time (the “Lenders”) and (vii) the Administrative Agent, the Lenders have agreed to provide to the Borrowers an asset-based revolving credit facility;

WHEREAS, Grantors are party to that certain U.S. Guarantee and Collateral Agreement, dated as of February 25, 2019 (as it may be from time to time amended, restated, amended and restated, extended, modified or supplemented, the “U.S. Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor has granted to the Collateral Agent, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof, to execute and deliver this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office and any other appropriate governmental authorities;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement (as defined in the U.S. Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the U.S. Security Agreement or the Credit Agreement and used herein have the meaning given to them in the U.S. Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, and to secure the prompt and complete payment and performance of the Obligations, a security interest in all of its right, title and interest in, to and under all of the following property of such Grantor (the "Intellectual Property Collateral"):

(a) all of its respective patents and patent applications, including those set forth in Schedule I hereto, renewals and extensions of the foregoing;

(b) all of its respective trademark and service mark registrations and applications therefor including those set forth in Schedule II hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" under Sections 1(c) and (d) of the Lanham Act with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(c) all of its respective copyrights, including those set forth in Schedule III hereto, renewals, reversions and extensions of the foregoing and all goodwill associated with the foregoing;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(f) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 3. U.S. Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement (and are expressly subject to the terms and conditions

thereof), the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

SECTION 4. Security for Obligations. The grant of a security interest in the Intellectual Property Collateral by each Grantor under this Intellectual Property Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 5. Recordation. The Grantor hereby authorizes and requests that (a) the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Intellectual Property Security Agreement and (b) the registrar or any other applicable government officer at the Canadian Intellectual Property Office record this Intellectual Property Security Agreement.

SECTION 6. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which when so executed and delivered shall be an original, but all of which shall, taken together, constitute one and the same instrument.

SECTION 8. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

SUNDANCE SPAS, INC.,
a California corporation

By: _____
Name: Anthony Lovallo
Title: Vice President, General Counsel and Secretary

THERMOSPAS HOT TUB PRODUCTS, INC.,
a Delaware corporation

By: _____
Name: Anthony Lovallo
Title: Vice President, General Counsel and Secretary

JACUZZI PRODUCTS CO.,
a California corporation (formerly Jacuzzi Whirlpool Bath)

By: _____
Name: Anthony Lovallo
Title: Vice President, General Counsel and Secretary

NEW DIMENSION ONE SPAS, INC.,
a California corporation

By: _____
Name: Anthony Lovallo
Title: Vice President, General Counsel and Secretary

JACUZZI INC., a Delaware corporation

By: _____
Name: Anthony Lovallo
Title: Vice President, General Counsel and Secretary

RHT INC., an Illinois corporation

By: _____
Name: Anthony Lovallo
Title: Vice President, General Counsel and Secretary

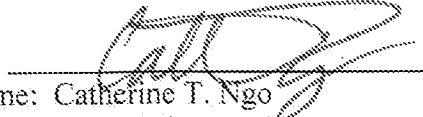
KLI, INC., a Delaware corporation

By: _____

Name: Anthony Lovallo

Title: Vice President, General Counsel and Secretary

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

By: 
Name: Catherine T. Ngo
Title: Senior Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(JACUZZI)
SIGNATURE PAGE

TRADEMARK
REEL: 006588 FRAME: 0701

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

UNITED STATES PATENTS AND CANADIAN PATENTS AND INDUSTRIAL DESIGNS:




Title	Patent / publication number	Owner
SPA JET	CA 122904 S (industrial design)	SUNDANCE SPAS INC
SPA JET	CA 129738 S (industrial design)	SUNDANCE SPAS INC
SPA	CA 162083 S (industrial design)	SUNDANCE SPAS INC
CLIP DESIGN	CA 2988479 A1	SUNDANCE SPAS INC
Towel warming system for spa tub	US 6175970 B1	THERMOSPAS HOT TUB PRODUCTS INC.
Spa weir system	US 6453483 B1	JACUZZI WHIRLPOOL
Spa-based speaker	US 6868563 B1	DIMENSION ONE SPAS
Spa filter system	US 6592341 B1	Sundance Spas, Inc.
Pillow structure for attachment to the shell of a hot tub	US 6502253 B1	JACUZZI INC
Auxiliary spa module	US 6904625 B1	DIMENSION ONE SPAS
Dryer system for shower	US 6962005 B1	JACUZZI INC
Apparatus for holding reading material, beverage containers or other articles employed by a bather	US 7284735 B1	JACUZZI INC
Raised edge of a spa	US D585140 S	SUNDANCE SPAS INC
Auxiliary spa module	US 7000264 B1	DIMENSION ONE SPAS
Spa Heating and Cooling System	US 20070079436 A1	SUNDANCE SPAS INC
Waterfall unit	US D588674 S	SUNDANCE SPAS INC
Spa jet	US D592311 S	SUNDANCE SPAS INC
Pillow with radio	US 20070240258 A1	JACUZZI INC
Clock Timer For A Spa System	US 20070241098 A1	THERMOSPAS HOT TUB PRODUCTS, INC.
Retrofit Heating System For Spa	US 20070180606 A1	THERMOSPAS HOT TUB PRODUCTS, INC.
Temperature Stabilized Heating System For Spa	US 20070180607 A1	THERMOSPAS HOT TUB PRODUCTS, INC.
Integrated Hot Tub, Spa, or Pool and Frame and Method of Inground Installation	US 20090188034 A1	THERMOSPAS HOT TUB PRODUCTS, INC.
Control panel for bath/shower system	US D592738 S	JACUZZI INC
Water jet	US D620598 S	JACUZZI INC
Spa jet	US D594129 S	SUNDANCE SPAS INC
Plumbing System for a Shower	US 20080250557 A1	JACUZZI INC

Title	Patent / publication number	Owner
Waterfall unit	US D604798 S	SUNDANCE SPAS INC
Filter	US 8419934 B1	SUNDANCE SPAS INC
Water jet	US D629116 S	JACUZZI INC
Waterfall Unit	US 20100187326 A1	JACUZZI INC
Spa Having A Retractable Cover	US 20110308003 A1	SUNDANCE SPAS INC
Vertical Filter	US 20130228499 A1	SUNDANCE SPAS INC
Walk-In Tub Door Assembly	US 20140201900 A1	JACUZZI INC
Spa	US D772420 S	SUNDANCE SPAS INC
"Integrated Spa Cover Lifter System"	US 20150184410 A1	SUNDANCE SPAS INC
Curvilinear Spa	US 20160184181 A1	NEW DIMENSION ONE SPAS INC
Clip Design	US 20170079877 A1	SUNDANCE SPAS INC
Intermittent Locking Door Mechanism	US 20170138077 A1	SUNDANCE SPAS INC
Gesturing Proximity Sensor for Spa Operation	US 20170209337 A1	SUNDANCE SPAS INC
Walk-In Tub Door Assembly	US 20170224177 A1	JACUZZI INC
Spa Tub and Cabinet Construction System	US 20180243165 A1	SUNDANCE SPAS INC
Curvilinear spa frame	US 6839919 B2	NEW DIMENSION ONE SPAS, INC.
Water feature for a spa	US 9125794 B2	NEW DIMENSION ONE SPAS, INC.
Curvilinear spa frame	D594560	NEW DIMENSION ONE SPAS, INC.
Flexing support in a spa	US 7310835 B2	NEW DIMENSION ONE SPAS, INC.
Hydrotherapy mounting apparatus and exercise system	US 7597652 B2	NEW DIMENSION ONE SPAS, INC.
Inductive peripheral	US 7178178 B2	NEW DIMENSION ONE SPAS, INC.
Jet for water containment vessels	US 8069505 B2	NEW DIMENSION ONE SPAS, INC.
Lighting fixture	US 7604364 B2	NEW DIMENSION ONE SPAS, INC.
Spa or pool switch	US 6775863 B2	NEW DIMENSION ONE SPAS, INC.
Spa shaped CD	D501010	NEW DIMENSION ONE SPAS, INC.
Tactile therapy system for spas	US 6857139 B2	NEW DIMENSION ONE SPAS, INC.
Tactile therapy system for spas	US 7013503 B2	NEW DIMENSION ONE SPAS, INC.
Tile-line logo	D544611	NEW DIMENSION ONE SPAS, INC.
Triangular Curvilinear Spa Shell with Steps	D547877	NEW DIMENSION ONE SPAS, INC.
Triangular Curvilinear Spa Shell	D547876	NEW DIMENSION ONE SPAS, INC.
Water treatment system	US 7884335 B2	NEW DIMENSION ONE SPAS, INC.
Hollow Core Pillow	D593350	SUNDANCE SPAS, INC.
Spa with waterfall	US 8407823 B2	SUNDANCE SPAS, INC.
Spa with waterfall	US 8789216 B2	SUNDANCE SPAS, INC.
Spa rim	US 9062472 B2	SUNDANCE SPAS, INC.
Waterfall unit	US 7815329 B2	SUNDANCE SPAS, INC.

Title	Patent / publication number	Owner
Lighted panel system for hot tub, spa, or pool installation	US 7712913 B2	THERMOSPAS HOT TUB PRODUCTS, INC
Skimmer with rotatable filter cartridge for spas and pools	US 7220353 B2	THERMOSPAS HOT TUB PRODUCTS, INC

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS

UNITED STATES AND CANADIAN TRADEMARKS AND TRADEMARK APPLICATIONS:

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
 Design Only	SUNDANCE SPAS, INC.	88217276	05-DEC-2018		
 Design Only	SUNDANCE SPAS, INC.	88217282	05-DEC-2018		
 Design Only	SUNDANCE SPAS, INC.	88217289	05-DEC-2018		
JACUZZI	JACUZZI INC.	87670057	02-NOV-2017	5630734	18-DEC-2018
JACUZZI	JACUZZI INC.	87670094	02-NOV-2017	5640555	01-JAN-2019
 JACUZZI	JACUZZI INC.	87670118	02-NOV-2017	5630736	18-DEC-2018

TRADEMARK


REEL: 006588 FRAME: 0705

Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
 JACUZZI	JACUZZI INC.	87670135	02-NOV-2017	5664350	29-JAN-2019
SMARTTUB SMARTTUB Cross References: SMART TUB	JACUZZI INC.	87643995	12-OCT-2017		
PROWAVE PROWAVE	JACUZZI INC.	87616300	20-SEP-2017		
EXECUTIVE EXECUTIVE	NEW DIMENSION ONE SPAS, INC.	87538370	21-JUL-2017	5581883	09-OCT-2018
AVILA AVILA	JACUZZI INC.	87527070	13-JUL-2017		
ILEANA ILEANA	JACUZZI INC.	87527088	13-JUL-2017	5566887	18-SEP-2018
CONTENTO CONTENTO Translation: HAPPY	JACUZZI INC.	87527108	13-JUL-2017	5566888	18-SEP-2018
ROSALIA ROSALIA	JACUZZI INC.	87526054	12-JUL-2017	5650316	08-JAN-2019
KARINA KARINA	JACUZZI INC.	87526079	12-JUL-2017		

TRADEMARK
REEL: 006588 FRAME: 0706

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
LEONORA	JACUZZI INC.	87526101	12-JUL-2017		
LEONORA	JACUZZI INC.	87526115	12-JUL-2017	5520960	17-JUL-2018
LEOLA	JACUZZI INC.	87526110	12-JUL-2017	5520959	17-JUL-2018
SORDINO	JACUZZI INC.	87526118	12-JUL-2017	5576881	02-OCT-2018
NERINA	JACUZZI INC.	87482273	09-JUN-2017	5650232	08-JAN-2019
ELGIN	JACUZZI INC.	87482284	09-JUN-2017	5520838	17-JUL-2018
CALLUM	JACUZZI INC.	87482299	09-JUN-2017	5520839	17-JUL-2018
ABRI	JACUZZI INC.	87462484	24-MAY-2017	5393073	30-JAN-2018
SERAFINA	JACUZZI INC.	87462556	24-MAY-2017	5546933	21-AUG-2018
LENIRE Translation: TO SOOTHE	JACUZZI INC.				
MALCOLM	JACUZZI INC.	87413899	17-APR-2017	5607878	13-NOV-2018

TRADEMARK
REEL: 006588 FRAME: 0707

Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
BROXBURN	JACUZZI INC.	87413976	17-APR-2017	5612746	20-NOV-2018
BROXBURN	JACUZZI INC.	87414015	17-APR-2017	5602244	06-NOV-2018
FIDDICH	JACUZZI INC.	87414064	17-APR-2017		
BRETTON	JACUZZI INC.	87414130	17-APR-2017	5607879	13-NOV-2018
ARDMORE ARDMORE Cross References: ARD MORE					
GOOD CAUSE SPAS	SUNDANCE SPAS, INC.	87389510	28-MAR-2017		
JACUZZI	JACUZZI INC.	87332306	10-FEB-2017	5318789	24-OCT-2017
JACUZZI	JACUZZI INC.	87332349	10-FEB-2017	5318790	24-OCT-2017
 JACUZZI	JACUZZI INC.	87270634	15-DEC-2016	5576493	02-OCT-2018
WHISPER TECHNOLOGY					

TRADEMARK

REEL: 006588 FRAME: 0708

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
WHISPER + TECHNOLOGY Cross References: WHISPER PLUS TECHNOLOGY	JACUZZI INC.	87270645	15-DEC-2016	5576494	02-OCT-2018
Whisper+ WHISPER+ Cross References: WHISPER PLUS	JACUZZI INC.	87270668	15-DEC-2016		
PRADO Translation: MEADOW, FIELD	SUNDANCE SPAS, INC.	87254259	01-DEC-2016	5444299	10-APR-2018
BRISTOL	SUNDANCE SPAS, INC.	87242188	18-NOV-2016		
HANOVER HANOVER	SUNDANCE SPAS, INC.	87242214	18-NOV-2016	5551466	28-AUG-2018
MODENA MODENA	JACUZZI INC.	87240358	17-NOV-2016	5257949	01-AUG-2017
LAUREN LAUREN	JACUZZI INC.	87187798	29-SEP-2016	5487340	05-JUN-2018

TRADEMARK

REEL: 006588 FRAME: 0709

Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
JACUZZI FOR LIFE JACUZZI FOR LIFE	JACUZZI INC.	87188271	29-SEP-2016		
MINCIO	JACUZZI INC.	87184570	27-SEP-2016	5487326	05-JUN-2018
MINCIO	JACUZZI INC.	87184599	27-SEP-2016	5257820	01-AUG-2017
SALONE SALONE Cross References: SALON Translation: ROOM, SALON	JACUZZI INC.	87184631	27-SEP-2016	5257821	01-AUG-2017
BARREA BARREA	JACUZZI INC.	87184928	27-SEP-2016	5487328	05-JUN-2018
MINCIO	JACUZZI INC.	87185102	27-SEP-2016	5633397	18-DEC-2018
SALONE SALONE Translation: SALON	JACUZZI INC.	87185137	27-SEP-2016	5633398	18-DEC-2018
BARREA BARREA	JACUZZI INC.				

TRADEMARK

REEL: 006588 FRAME: 0710

Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SUNCOOLER SUNCOOLER Cross References: SUN COOLER	SUNDANCE SPAS, INC.	87098658	10-JUL-2016		
RISTORRE RISTORRE	JACUZZI INC.	86899611	05-FEB-2016	5070216	25-OCT-2016
Ristorre RISTORRE Cross References: RESTORE	JACUZZI INC.	86899656	05-FEB-2016	5070217	25-OCT-2016
STELLA STELLA	JACUZZI INC.	86895025	02-FEB-2016	5031933	30-AUG-2016
SIENA SIENA	JACUZZI INC.	86888298	27-JAN-2016	5031863	30-AUG-2016
CLEANLINE CLEANLINE Cross References: CLEAN LINE	JACUZZI INC.	86793958	20-OCT-2015	5120749	10-JAN-2017
CLAREMONT CLAREMONT	SUNDANCE SPAS, INC.	86761888	18-SEP-2015	5214674	30-MAY-2017
KINGSTON KINGSTON	SUNDANCE SPAS, INC.	86761889	18-SEP-2015		

TRADEMARK

REEL: 006588 FRAME: 0711

Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
MIKA	JACUZZI INC.	86683895	06-JUL-2015	5296896	26-SEP-2017
MIKA	JACUZZI INC.	86684496	06-JUL-2015	5219082	06-JUN-2017
ANNA	JACUZZI INC.	86588704	06-APR-2015	4836730	20-OCT-2015
FUZION FUZION Cross References: FUSION	JACUZZI INC.	86573564	23-MAR-2015	5643748	01-JAN-2019
FAST FILL FAST FILL	JACUZZI INC.	86567287	17-MAR-2015	4836395	20-OCT-2015
ALLUSION ALLUSION Cross References: ILLUSION	JACUZZI INC.	86524836	04-FEB-2015	5196040	02-MAY-2017
BIANCA BIANCA	JACUZZI INC.	86479053	12-DEC-2014	4785612	04-AUG-2015
AQUALIBRIUM AQUALIBRIUM	JACUZZI INC.	86366031	13-AUG-2014	4770333	07-JUL-2015
SLIMPRO SLIMPRO	JACUZZI INC.	86361971	08-AUG-2014	4971365	07-JUN-2016
SIGNATURE SIGNATURE	JACUZZI INC.				

TRADEMARK
REEL: 006588 FRAME: 0712

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
PROCLEAR PROCLEAR	SUNDANCE SPAS, INC.	86258270	21-APR-2014	4661137	23-DEC-2014
TRUE-LEVEL TRUE-LEVEL Cross References: TRUE LEVEL	JACUZZI INC.	86254247	16-APR-2014	4617687	07-OCT-2014
CAYMAN CAYMAN	JACUZZI INC.	86251774	14-APR-2014	4761558	23-JUN-2015
FLUIDIX FLUIDIX Cross References: FLUID IX, FLUID 9	SUNDANCE SPAS, INC.	86251815	14-APR-2014	4969277	31-MAY-2016
ProClarity PROCLARITY	JACUZZI INC.	86244788	07-APR-2014	4852026	10-NOV-2015
SHOWERPRO SHOWERPRO	JACUZZI INC.	86218265	11-MAR-2014	4761373	23-JUN-2015
LUXECAST LUXECAST Cross References: LUXE CAST	JACUZZI INC.	86211067	04-MAR-2014	4860374	24-NOV-2015

TRADEMARK
REEL: 006588 FRAME: 0713

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SunSmart SUNSMART Cross References: SUN SMART	SUNDANCE SPAS, INC.	86208226	28-FEB-2014	4694577	03-MAR-2015
THERAPRO THERAPRO Cross References: THE RAP PRO	JACUZZI INC.	86205394	26-FEB-2014	4572559	22-JUL-2014
CATALINA CATALINA	JACUZZI INC.	86196982	18-FEB-2014	5041559	13-SEP-2016
LINEA LINEA Translation: LINE	JACUZZI INC.	86193291	13-FEB-2014	4769708	07-JUL-2015
MCKINLEY MCKINLEY	SUNDANCE SPAS, INC.	86189282	10-FEB-2014	4615315	30-SEP-2014
EVERYONE DESERVES SOMETIME Cross References: EVERYONE DESERVES SOME TIME	JACUZZI INC.	86172566	22-JAN-2014	4572466	22-JUL-2014

TRADEMARK
REEL: 006588 FRAME: 0714

Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
RAMONA RAMONA	SUNDANCE SPAS, INC.	86166647	15-JAN-2014	4615295	30-SEP-2014
AVVIO Translation: START	JACUZZI INC.	86147484	18-DEC-2013	4797706	25-AUG-2015
URBINO URBINO	JACUZZI INC.	86147509	18-DEC-2013	5032275	30-AUG-2016
TORINO TORINO	JACUZZI INC.	86147535	18-DEC-2013	5032276	30-AUG-2016
MARIN MARIN	SUNDANCE SPAS, INC.	85932100	14-MAY-2013	4528234	13-MAY-2014
HAPPY IN YOUR HOME <small>HAPPY IN YOUR HOME</small>	RHT, INC.	85914788	25-APR-2013	4589664	19-AUG-2014
OPTIMA OPTIMA	SUNDANCE SPAS, INC.	85881584	20-MAR-2013	4421840	22-OCT-2013
CAMEO CAMEO	SUNDANCE SPAS, INC.	85878074	16-MAR-2013	4421570	22-OCT-2013
CAPRI CAPRI	SUNDANCE SPAS, INC.	85878079	16-MAR-2013	4421571	22-OCT-2013
MAJESTA MAJESTA	SUNDANCE SPAS, INC.	85878158	16-MAR-2013	4421575	22-OCT-2013

TRADEMARK

REEL: 006588 FRAME: 0715

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
ALTAMAR ALTAMAR Translation: HIGH SEAS	SUNDANCE SPAS, INC.	85877911	15-MAR-2013	4528060	13-MAY-2014
EDISON	SUNDANCE SPAS, INC.	85741480	28-SEP-2012	4393927	27-AUG-2013
EDISON	SUNDANCE SPAS, INC.	85741509	28-SEP-2012	4328391	30-APR-2013
PEYTON	SUNDANCE SPAS, INC.	85724507	10-SEP-2012	4502504	25-MAR-2014
BLUEWAVE BLUEWAVE Cross References: BLUE WAVE	SUNDANCE SPAS, INC.	85432339	26-SEP-2011	4526153	06-MAY-2014
FOCUS-RELIEF FOCUS-RELIEF Cross References: FOCUS RELIEF	JACUZZI INC.	85405094	23-AUG-2011	4227295	16-OCT-2012
ASPEN ASPEN	JACUZZI INC.	85394327	10-AUG-2011	4440673	26-NOV-2013
JACUZZI JACUZZI	SUNDANCE SPAS, INC.	85379013	22-JUL-2011	4727894	28-APR-2015
SELECT SERIES SELECT SERIES					

TRADEMARK
REEL: 006588 FRAME: 0716

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SUNSTRONG SUNSTRONG Cross References: SUNSTRONG	SUNDANCE SPAS, INC.	85379041	22-JUL-2011	4335542	14-MAY-2013
ECOWRAP ECOWRAP	SUNDANCE SPAS, INC.	85375531	19-JUL-2011	4169262	03-JUL-2012
CLEARRAY CLEARRAY Cross References: CLEARRAY	SUNDANCE SPAS, INC.	85372981	15-JUL-2011	4159120	12-JUN-2012
POWERCHOICE POWERCHOICE Cross References: POWER CHOICE	JACUZZI INC.	85371367	14-JUL-2011	4215158	25-SEP-2012
PRIMO PRIMO Translation: 1	JACUZZI INC.	85358050	28-JUN-2011	4552089	17-JUN-2014
POINTPRO POINTPRO	JACUZZI INC.	85347845	16-JUN-2011	4215041	25-SEP-2012
CONSTANCE CONSTANCE	SUNDANCE SPAS, INC.	85346192	14-JUN-2011	4376973	30-JUL-2013

TRADEMARK
REEL: 006588 FRAME: 0717

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
J-LX Cross References: J LX	JACUZZI INC.	85346196	14-JUN-2011	4384473	13-AUG-2013
J-LXL Cross References: J LXL	JACUZZI INC.	85346208	14-JUN-2011	4411487	01-OCT-2013
REFLECTIONS	NEW DIMENSION ONE SPAS, INC.	85329160	24-MAY-2011	4087214	17-JAN-2012
SMARTSEAL Cross References: SMART SEAL	JACUZZI INC.	85203337	21-DEC-2010	4296054	26-FEB-2013
PERFECTA Cross References: PERFECT A	JACUZZI INC.	85196607	13-DEC-2010	3993619	12-JUL-2011
DUETTA	JACUZZI INC.	85195134	10-DEC-2010	4010587	09-AUG-2011
MICROCLEAN	SUNDANCE SPAS, INC.	85143252	01-OCT-2010	3970109	31-MAY-2011

TRADEMARK
REEL: 006588 FRAME: 0718


Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
 Design Only	NEW DIMENSION ONE SPAS, INC.	77825226	11-SEP-2009	3786457	04-MAY-2010
 Design Only	NEW DIMENSION ONE SPAS, INC.	77825245	11-SEP-2009	3786458	04-MAY-2010
JACUZZI	JACUZZI INC.	77806333	17-AUG-2009	4342851	28-MAY-2013
JACUZZI	JACUZZI INC.	77806333	17-AUG-2009	4342851	28-MAY-2013
THERMOSPAS	THERMOSPAS HOT TUB PRODUCTS, INC.	77750343	02-JUN-2009	3816547	13-JUL-2010
THERMOSPAS	THERMOSPAS HOT TUB PRODUCTS, INC.	77750343	02-JUN-2009	3816547	13-JUL-2010
BONNAIRE	JACUZZI INC.	77979990	29-OCT-2008	3865893	19-OCT-2010
BONNAIRE	JACUZZI INC.	77979990	29-OCT-2008	3865893	19-OCT-2010
SIA	JACUZZI INC.	77435283	30-MAR-2008	3857290	05-OCT-2010
SIA	JACUZZI INC.	77435283	30-MAR-2008	3857290	05-OCT-2010
<small>START YOUR DAY BEAUTIFUL</small>	RHT INC.	77189146	24-MAY-2007	3469032	15-JUL-2008
<small>BATHWRAPS</small>	RHT INC.	77108284	15-FEB-2007	3370096	15-JAN-2008
<small>BATHWRAPS</small>	RHT INC.	77108284	15-FEB-2007	3370096	15-JAN-2008
Cross References: BATH WRAPS					

TRADEMARK

REEL: 006588 FRAME: 0719

Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
FINESTRA FINESTRA Translation: WINDOW	JACUZZI INC.	78969992	08-SEP-2006	3912407	25-JAN-2011
CHELSEE CHELSEE Cross References: CHELSEA	SUNDANCE SPAS, INC.	78936753	25-JUL-2006	3747876	09-FEB-2010
SALON SALON	JACUZZI INC.	78825557	28-FEB-2006	3266415	17-JUL-2007
TACOMA TACOMA	SUNDANCE SPAS, INC.	78769477	08-DEC-2005	3738228	12-JAN-2010
DENALI DENALI	SUNDANCE SPAS, INC.	78769521	08-DEC-2005	3738229	12-JAN-2010
LUNA LUNA	JACUZZI INC.	78701860	26-AUG-2005	3644973	23-JUN-2009
AMIGA AMIGA Translation: FRIEND	JACUZZI INC.	78639666	30-MAY-2005	3620920	12-MAY-2009
ELARA ELARA	JACUZZI INC.	78617911	27-APR-2005	3313661	16-OCT-2007

TRADEMARK
REEL: 006588 FRAME: 0720


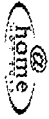


Classification	Owner Name	Application Number	Application Date	Registration Number	Registration Date
TOTAL CONTROL THERAPY	THERMOSPAS HOT TUB PRODUCTS, INC.	78577598	01-MAR-2005	3269414	24-JUL-2007
TOTAL CONTROL THERAPY					
LINERS DIRECT	RHT, INC.	78552519	24-JAN-2005	3058935	14-FEB-2006
LINERS DIRECT					
SILENT AIR	JACUZZI INC.	78541351	03-JAN-2005	3905780	11-JAN-2011
SILENT AIR					
 SILENT AIR	SUNDANCE SPAS, INC.	78541390	03-JAN-2005	3066860	07-MAR-2006
LIVING THE SPALIFE Cross References: LIVING THE SPA LIFE					
IMPERIAL SPAS	SUNDANCE SPAS, INC.	78532507	14-DEC-2004	4251960	04-DEC-2012
IMPERIAL SPAS					

TRADEMARK

REEL: 006588 FRAME: 0721




Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
@HOME @HOME Cross References: AT HOME	NEW DIMENSION ONE SPAS, INC.	76613058	20-SEP-2004	3025874	13-DEC-2005
AMORE BAY AMORÉ BAY Cross References: AMORE BAY	NEW DIMENSION ONE SPAS, INC.	76601496	09-JUL-2004	3031221	20-DEC-2005
ENVIROTECT ENVIROTECT	NEW DIMENSION ONE SPAS, INC.	76590674	03-MAY-2004	3022554	06-DEC-2005
DUPREE BAY DUPREE BAY	NEW DIMENSION ONE SPAS, INC.	76570017	22-DEC-2003	2969406	19-JUL-2005
SEVILLE	NEW DIMENSION ONE SPAS, INC.	76551314	10-OCT-2003	2904457	23-NOV-2004
Lotus Bay LOTUS BAY	NEW DIMENSION ONE SPAS, INC.	76538561	20-AUG-2003	2873967	17-AUG-2004
ESPREE	JACUZZI INC.	78213006	10-FEB-2003	3776282	13-APR-2010
D1 Cross References: D 1	NEW DIMENSION ONE SPAS, INC.	76470900	25-NOV-2002	2827281	30-MAR-2004
SARENA BAY	NEW DIMENSION ONE SPAS, INC.	76467283	15-NOV-2002	2773427	14-OCT-2003
PURE AIR	JACUZZI INC.	78163650	12-SEP-2002	2821785	09-MAR-2004
AQUAFIT	NEW DIMENSION ONE SPAS, INC.	78094636	21-NOV-2001	2863562	13-JUL-2004

TRADEMARK
REEL: 006588 FRAME: 0722

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
 ZONE References: CLEAR	NEW DIMENSION ONE SPAS, INC.	76102606	04-AUG-2000	2519666	18-DEC-2001
 @ HOME HOT TUBS Cross References: AT HOME HOT TUBS	NEW DIMENSION ONE SPAS, INC.	76045032	11-MAY-2000	2526923	08-JAN-2002
ULTRALIFE	NEW DIMENSION ONE SPAS, INC.	76045033	11-MAY-2000	2557987	09-APR-2002
 ONE SPAS nces: 1 SPAS	NEW DIMENSION ONE SPAS, INC.	75488218	20-MAY-1998	2299566	14-DEC-1999
E-Z LIFTER Cross References: EASY LIFTER	NEW DIMENSION ONE SPAS, INC.	75488219	20-MAY-1998	2349357	16-MAY-2000
	NEW DIMENSION ONE SPAS, INC.	75198455	15-NOV-1996	2123439	23-DEC-1997
CETRA Translation: ZITHER, LYRE	JACUZZI INC.	75082847	01-APR-1996	2047590	25-MAR-1997

TRADEMARK
REEL: 006588 FRAME: 0723


Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
MAJORA	JACUZZI INC.	75082848	01-APR-1996	2092747	02-SEP-1997
FRESCO	JACUZZI INC.	75081678	01-APR-1996	2040520	25-FEB-1997
VERONA	JACUZZI INC.	75081680	01-APR-1996	2149702	07-APR-1998
QUASAR	JACUZZI INC.	75085397	01-APR-1996	2040551	25-FEB-1997
LUXURA	JACUZZI INC.	74688988	14-JUN-1995	1991091	06-AUG-1996
	JACUZZI INC.	74589029	21-OCT-1994	1928030	17-OCT-1995
	JACUZZI INC.	74585296	13-OCT-1994	1943791	26-DEC-1995
	JACUZZI INC.	74433395	02-SEP-1993	1879185	14-FEB-1995
CRYSTALZONE Cross References: CRYSTAL ZONE	NEW DIMENSION ONE SPAS, INC.	74404921	24-JUN-1993	1894593	16-MAY-1995
 QUALITE Cross References: SUN	SUNDANCE SPAS, INC.	74239223	21-JAN-1992	1715456	15-SEP-1992
RIVA Translation: SHORE	JACUZZI INC.	74205916	23-SEP-1991	1703100	28-JUL-1992
JACUZZI	JACUZZI INC.	74093237	31-AUG-1990	1717864	22-SEP-1992
PowerPro POWERPRO	JACUZZI INC.	73751115	12-SEP-1988	1554575	05-SEP-1989

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
	JACUZZI INC.	73603618	11-JUN-1986	1424739	13-JAN-1987
WATER RAINBOW	JACUZZI INC.	73533941	24-APR-1985	1367491	29-OCT-1985
ESPREE Cross References: ESPRIT	JACUZZI INC.	73483289	04-JUN-1984	1355195	20-AUG-1985
BIANCA	JACUZZI INC.	73483302	04-JUN-1984	1329439	09-APR-1985
 JACUZZI WHIRLPOOL BATH	JACUZZI INC.	73223928	19-JUL-1979	1241022	07-JUN-1983
 TRUE TEMPER WATER	JACUZZI INC.	73085407	28-APR-1976	1101174	05-SEP-1978
SUNDANCE CompuMark Trademark: SUNDANCE	Sundance Spas, Inc.	1766839	08-FEB-2016	TMA974750	29-JUN-2017

TRADEMARK




REEL: 006588 FRAME: 0725

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
CLAREMONT CompuMark Trademark: CLAREMONT	Sundance Spas, Inc., A California Corporation	1747900	28-SEP-2015	TMA1009019	15-NOV-2018
KINGSTON CompuMark Trademark: KINGSTON	Sundance Spas, Inc., A California Corporation	1747901	28-SEP-2015	TMA1009018	15-NOV-2018
FAST FILL CompuMark Trademark: FAST FILL	JACUZZI INC.	1720848	25-MAR-2015	TMA1005456	24-SEP-2018
MICROCLEAN CompuMark Trademark: MICROCLEAN	SUNDANCE SPAS, INC., A CALIFORNIA USA CORPORATION	1679154	30-MAY-2014	TMA950543	27-SEP-2016
BLUEWAVE CompuMark Trademark: BLUEWAVE Cross References: BLUE WAVE	SUNDANCE SPAS, INC., A CALIFORNIA USA CORPORATION	1679156	30-MAY-2014	TMA930999	08-MAR-2016
ProClarity CompuMark Trademark: ProClarity Cross References: PRO CLARITY	JACUZZI INC., A DELAWARE USA CORPORATION	1679166	30-MAY-2014	TMA908177	10-JUL-2015
RAMONA CompuMark Trademark: RAMONA	Sundance Spas, Inc., A California USA Corporation	1677493	20-MAY-2014	TMA971420	23-MAY-2017



Distinction	Owner Name	Application Number	Application Date	Registration Number	Registration Date
CLEARRAY CompuMark Trademark: CLEARRAY Cross References: CLEAR RAY	Sundance Spas, Inc.	1570497	26-MAR-2012	TMA860105	13-SEP-2013
WATER THAT MOVES YOU CompuMark Trademark: WATER THAT MOVES YOU	JACUZZI INC., (a Delaware Corporation)	1251189	14-MAR-2005	TMA783038	22-NOV-2010
D1 CompuMark Trademark: D1 Cross References: D 1	New Dimension One Spas, Inc.	1241751	22-DEC-2004	TMA682326	08-MAR-2007
DIMENSION ONE SPAS CompuMark Trademark: DIMENSION ONE SPAS Cross References: DIMENSION 1 SPAS	New Dimension One Spas, Inc.	1241754	22-DEC-2004	TMA682300	23-FEB-2007
 DROP DESIGN	New Dimension One Spas, Inc.	1241755	22-DEC-2004	TMA695613	05-SEP-2007

TRADEMARK

REEL: 006588 FRAME: 0727

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
THERMOSPAS CompuMark Trademark: THERMOSPAS	Thermospas Hot Tub Products, Inc.	1094439	01-MAR-2001	TMA586666	06-AUG-2003
 JACUZZI JACUZZI & Design CompuMark Trademark: JACUZZI	JACUZZI INC., a Delaware USA Corporation,	1015480	17-MAY-1999	TMA555282	11-DEC-2001
 Century Trademark: CENTURY	JACUZZI INC.,	719737	30-DEC-1992	TMA419358	05-NOV-1993
JACUZZI CompuMark Trademark: JACUZZI	JACUZZI INC., (A DELAWARE CORPORATION)	458880	19-SEP-1980	TMA262056	04-SEP-1981
 Jacuzzi JACUZZI & DESIGN CompuMark Trademark: JACUZZI WHIRLPOOL BATH	JACUZZI INC. (A DELAWARE CORPORATION)	287800	02-MAR-1965	TMA152427	11-AUG-1967
JACUZZI	Jacuzzi Inc. (United States of America)	2464129	14-AUG-2007	2464129	26-SEP-2008

TRADEMARK
REEL: 006588 FRAME: 0728

Trademark	Owner Name	Application Number	Application Date	Registration Number	Registration Date
JACUZZI THERAPY JACUZZI-THERAPY	Jacuzzi Inc. (United States of America)	2340438	13-AUG-2003	2340438	12-MAR-2004
 Jacuzzi WHIRLPOOL BATH	Jacuzzi Inc. (United States of America)	2003632	26-NOV-1994	2003632	01-MAR-1996
 Jacuzzi WHIRLPOOL BATH	Jacuzzi Inc. (United States of America)	1520133	28-NOV-1992	1520133	21-JUL-1995
JACUZZI	Jacuzzi Inc. (United States of America)	1161337	16-SEP-1981	1161337	16-SEP-1981

TRADEMARK

REEL: 006588 FRAME: 0729

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT
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<u>Title</u>	<u>Reference No.</u>	<u>Claimant</u>
Floating remote	V Au000501473	Jacuzzi, Inc.
Digital	V Au000501472	Jacuzzi, Inc.
Magic Touch touch pad for Jacuzzi	V Au000462260	Jacuzzi, Inc.
Magic Touch touch pad for Jacuzzi platform	V Au000462259	Jacuzzi, Inc.
Touch pad for floating remote	VA0000989253	Jacuzzi, Inc.
Economic analysis of San Antonio	TX0000904106	KLI, Inc.
Jacuzzi Premium brochure 2001	TX0006401248	Sundance Spas, Inc.