

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marquis Hot Tubs LLC		12/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as Collateral Agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4268372	CELEBRITY HOT TUBS	
Registration Number:	2295864	DURASHELL	
Registration Number:	3231106	HK	
Registration Number:	3085445	MARQUIS	
Registration Number:	3607602	MARQUIS	
Registration Number:	3280984	SPABOUTIQUE	
Registration Number:	3148651	SPABOUTIQUE	
Registration Number:	4374605	THE ULTIMATE HOT TUB EXPERIENCE!	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		

CH \$215.00 4268372

SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	12/20/2021
Total Attachments: 5 source=Cerberus-Artesian (1A Marquis Joinder) - Trademark Security Agreement#page1.tif source=Cerberus-Artesian (1A Marquis Joinder) - Trademark Security Agreement#page2.tif source=Cerberus-Artesian (1A Marquis Joinder) - Trademark Security Agreement#page3.tif source=Cerberus-Artesian (1A Marquis Joinder) - Trademark Security Agreement#page4.tif source=Cerberus-Artesian (1A Marquis Joinder) - Trademark Security Agreement#page5.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of December 20, 2021, by Marquis Hot Tubs LLC (“Grantor”), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of September 23, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same

agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

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

MARQUIS HOT TUBS LLC

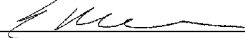
By: John M. Schrenk
Name: John M. Schrenk
Title: Chief Executive Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007536 FRAME: 0157

Acknowledged and Accepted:

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as the Collateral Agent

By:  _____

Name: Eric Miller

Title: Senior Managing Director

SCHEDULE A

Owner	Mark	App. Number / Reg. Number	Filing Date	Reg. Date	Filing Office
Marquis Hot Tubs LLC	CELEBRITY HOT TUBS	85702408/ 4268372	8/13/2012	1/1/2013	USPTO
	DURASHELL	75562407/ 2295864	10/1/1998	11/30/1999	
	HK	78628161/ 3231106	5/11/2005	4/17/2007	
	MARQUIS	78629608/ 3085445	5/13/2005	4/25/2006	
	MARQUIS	78629592/ 3607602	5/13/2005	4/14/2009	
	SPABOUTIQUE	78978525/ 3280984	10/31/2005	8/14/2007	
	SPABOUTIQUE	78744047/ 3148651	10/31/2005	9/26/2006	
	THE ULTIMATE HOT TUB EXPERIENCE!	85620544/ 4374605	5/9/2012	7/30/2013	

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