

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TROJAN LEISURE PRODUCTS, LLC		01/20/2022	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NOMURA CORPORATE FUNDING AMERICAS, LLC, as administrative agent		
<b>Street Address:</b>	309 W. 49th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4785184	ABOVEGROUND, INGROUND AND EVERYTHING IN	
<b>Registration Number:</b>	5127924	ECO-SPLASH SMART SWIMMING. GREEN LIVING.	
<b>Registration Number:</b>	3352138	RADIANT POOLS	
<b>Registration Number:</b>	4785185	THE ABOVEGROUND POOL WITH THE INGROUND A	
<b>Registration Number:</b>	5173277	THE INSULATED POOL	
<b>Registration Number:</b>	5464868	THE MIGHTY POOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125305219		
<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>			
<b>Phone:</b>	2125305243		
<b>Email:</b>	dcip@milbank.com, ehyla@milbank.com		
<b>Correspondent Name:</b>	Eric Hyla, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10001-2163		
<b>ATTORNEY DOCKET NUMBER:</b>	26152.00003		
<b>NAME OF SUBMITTER:</b>	Eric Hyla		

CH \$165.00 4785184

<b>SIGNATURE:</b>	/Eric Hyla/
<b>DATE SIGNED:</b>	01/21/2022
<b>Total Attachments: 5</b> source=Trojan Joinder - Trademark Security Agreement (Executed)#page1.tif source=Trojan Joinder - Trademark Security Agreement (Executed)#page2.tif source=Trojan Joinder - Trademark Security Agreement (Executed)#page3.tif source=Trojan Joinder - Trademark Security Agreement (Executed)#page4.tif source=Trojan Joinder - Trademark Security Agreement (Executed)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 20, 2022 (this “Agreement”), by and among TROJAN LEISURE PRODUCTS, LLC, a New York limited liability company (the “Grantor”) and NOMURA CORPORATE FUNDING AMERICAS, LLC, as administrative agent and collateral agent for the Secured Parties (together with one or more sub-agents or designees, in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit and Guaranty Agreement, dated as of December 18, 2018 (as amended by that certain First Incremental Facility Amendment, dated as of May 29, 2019, that certain Second Incremental Facility Amendment, dated as of October 14, 2020, that certain Third Incremental Facility Amendment, dated as of January 25, 2021, that certain Fourth Amendment, dated as of March 31, 2021, and that certain Fifth Incremental Facility Amendment, dated as of November 24, 2021, as supplemented by that certain Guaranty Supplement, dated as of March 27, 2020, that certain Guaranty Supplement, dated as of November 23, 2020, and that certain Guaranty Supplement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Latham Pool Products, Inc., a Delaware corporation (the “Borrower”), Latham International Manufacturing Corp., a Delaware corporation (“Holdings”), the Subsidiary Guarantors from time to time party thereto, the lenders from time to time party thereto (collectively, the “Lenders” and each a “Lender”), Nomura Corporate Funding Americas, LLC, as administrative agent and collateral agent for the Secured Parties and L/C Issuer and the other L/C Issuers party thereto, and (b) the Security Agreement dated as of December 18, 2018 (as supplemented by that certain Supplement No. 1, dated as of March 27, 2020, that certain Supplement No. 2, dated as of November 23, 2020, and that certain Supplement No. 3, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Pursuant to Section 7.10 of the Security Agreement and Section 6.13 of the Credit Agreement, the Grantor intends to become a Subsidiary Guarantor under the Security Agreement and Credit Agreement and is willing to execute and deliver this Agreement (i) as consideration for Loans previously made and Letters of Credit previously issued, (ii) to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and (iii) to secure the Secured Obligations. 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.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any “intent-to-use” trademark applications prior to the filing of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto and to the extent, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal Law.

SECTION 3. Security Agreement. The 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. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Authorization. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts; Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. Any signature to this Agreement and the other documents delivered in connection herewith may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

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

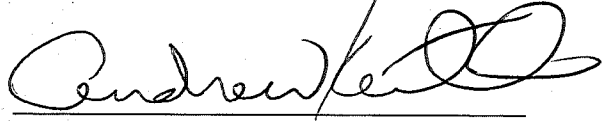
TROJAN LEISURE PRODUCTS, LLC, as  
Grantor

By   
Name: Mark Borseth  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

NOMURA CORPORATE FUNDING  
AMERICAS, LLC, as Administrative Agent

By



Name: Andrew Keith

Title: Executive Director

**TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS**

**Schedule I**

<b>Mark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>	<b>Owner</b>
ABOVEGROUND, INGROUND AND EVERYTHING IN BETWEEN!	86472546 05-DEC-2014	4785184 04-AUG-2015	Registered	Trojan Leisure Products, LLC
ECO-SPLASH SMART SWIMMING. GREEN LIVING.	87057078 01-JUN-2016	5127924 24-JAN-2017	Registered	Trojan Leisure Products, LLC
RADIANT POOLS	78822462 24-FEB-2006	3352138 11-DEC-2007	Registered	Trojan Leisure Products, LLC
THE ABOVEGROUND POOL WITH THE INGROUND ATTITUDE	86472592 05-DEC-2014	4785185 04-AUG-2015	Registered	Trojan Leisure Products, LLC
THE INSULATED POOL	86960479 31-MAR-2016	5173277 28-MAR-2017	Registered	Trojan Leisure Products, LLC
THE MIGHTY POOL	86548820 27-FEB-2015	5464868 08-MAY-2018	Registered	Trojan Leisure Products, LLC