

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nomura Corporate Funding Americas, LLC, as Collateral Agent		02/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Latham Pool Products, Inc.		
Street Address:	787 Watervliet Shaker Road		
City:	Latham		
State/Country:	NEW YORK		
Postal Code:	12110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 68			
Property Type	Number	Word Mark	
Registration Number:	2665227	ACP ADVANCED COMPOSITE POOL	
Registration Number:	4749734	AUTODRAIN	
Registration Number:	2502097	BLUE HAWAIIAN FIBERGLASS POOLS	
Registration Number:	4501825	BLUE HAWAIIAN	
Registration Number:	4236213	CIT CARBON INFUSED TECHNOLOGY	
Registration Number:	3783930	COVERLOGIX	
Registration Number:	3151358	COVERLUXE	
Registration Number:	3985851	COVERSTAR	
Registration Number:	4455850	COVERSTAR	
Registration Number:	4542467	WE MAKE IT STRONG. WE MAKE IT EASY. COVE	
Registration Number:	2648095	CRYSTITE	
Registration Number:	3851008	DURAGARD	
Registration Number:	3304295	ECLIPSE	
Registration Number:	4498617	EQUATOR	
Registration Number:	4488986		
Registration Number:	4588546		
Registration Number:	1596448	FORT WAYNE POOLS	
Registration Number:	2623428	FORT WAYNE POOLS	

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Property Type	Number	Word Mark
Registration Number:	3589222	FUSION
Registration Number:	2636565	GEMSTONE
Registration Number:	2445871	GRAPHEX
Registration Number:	4236215	HYDRO ZONE
Registration Number:	4444979	INTEGRITY POOL PRODUCTS
Registration Number:	4084041	INVIS-A-DRAIN
Registration Number:	1142567	KAFKO
Registration Number:	4170601	KAFKO
Registration Number:	4212707	KALEIDO-CENTER
Registration Number:	4463607	L LATHAM
Registration Number:	4448578	LATHAM BEHIND EVERY POOL
Registration Number:	4236216	LIBERTY COMPOSITE POOLS
Registration Number:	2636566	OPALSTONE
Registration Number:	1296241	PACIFIC
Registration Number:	1071846	
Registration Number:	2939818	PACIFIC POOLS
Registration Number:	2408045	PERFORMANCE POOL PRODUCTS
Registration Number:	4456420	PERFORMANCE POOL PRODUCTS
Registration Number:	4651428	PERFORMANCE POOL PRODUCTS
Registration Number:	2495496	PERFORMANCE SAFETY COVER
Registration Number:	2661136	PERFORMANCE STEPS
Registration Number:	2444031	PERFORMANCE VINYL
Registration Number:	4645964	PHOTOLOGIX
Registration Number:	4586987	P PLASTIMAYD PRECISION CRAFTED POOL LINE
Registration Number:	1583720	PLASTIMAYD
Registration Number:	1535763	PLASTIMAYD
Registration Number:	2790414	POOL COVER SPECIALISTS
Registration Number:	4768682	POOL COVER SPECIALISTS
Registration Number:	4088913	POWERFLEX
Registration Number:	4215259	PREMIER
Registration Number:	4703451	PREMIER SAFETY COVERS
Registration Number:	2653798	PREMIER VINYL
Registration Number:	1565944	SNAP-LOCK
Registration Number:	1565943	SNAP-LOCK
Registration Number:	4236214	
Registration Number:	2902039	SWIMWISE
Registration Number:	2867503	TRILOGY
Registration Number:	2863408	TRILOGY POOLS

Property Type	Number	Word Mark
Registration Number:	4505445	
Registration Number:	3645923	ULTRAGARD III
Registration Number:	4452209	ULTRA-SEAM
Registration Number:	2537895	VIKING POOLS
Registration Number:	2482210	VIKING POOLS
Registration Number:	2723058	VIKING POOLS
Registration Number:	2477933	VIKING POOLS
Registration Number:	1987341	VYN-ALL
Registration Number:	4586992	VYNALL CUSTOM POOL LINERS
Serial Number:	88143769	ATOM
Serial Number:	87680353	PEARLSCAPES
Serial Number:	87680367	ULTRALAST

CORRESPONDENCE DATA

Fax Number: 2125305219
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: 2125305243
Email: dcip@milbank.com, ehyla@milbank.com
Correspondent Name: Eric Hyla, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	26152.00003
NAME OF SUBMITTER:	Eric Hyla
SIGNATURE:	/Eric Hyla/
DATE SIGNED:	03/12/2022

Total Attachments: 11
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Release of Security Interest in Trademarks

This Release of Security Interest in Trademarks, dated as of **February 23, 2022** (the “Release”), is made by **Nomura Corporate Funding Americas, LLC**, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “Agent”) in favor of **Latham Pool Products, Inc.**, a **Delaware corporation**, (the “Grantor”).

WHEREAS, by (i) that certain Credit and Guaranty Agreement, dated as of **December 18, 2018** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Latham Purchaser, Inc., Latham International Manufacturing Corp., Grantor and Agent, amongst others, (ii) that certain Security Agreement, dated as of **December 18, 2018** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Latham Purchaser, Inc., Latham International Manufacturing Corp., Grantor and Agent, amongst others, and (iii) that certain related Trademark Security Agreement, dated as of **December 18, 2018** in favor of Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), by and between Grantor and Agent, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 28, 2018 at Reel 6511 Frame 0049. Capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or the Trademark Security Agreement, as applicable;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including those Trademarks listed on Schedule I hereto (collectively, the “Released Collateral”);

WHEREAS, the Grantor desires Agent to release, fully discharge, terminate and cancel Agent's Security Interest in the Released Collateral, including, without limitation, the Trademarks set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Secured Parties, does hereby (i) release, fully discharge, terminate and cancel the Security Interest, and any and all of its right, title and interest in and to the Released Collateral, including any and all goodwill relating to the same, (ii) terminate the Trademark Security Agreement, and (iii) assign, transfer and convey to the Grantor any and all of its rights, title and interest in, to and under the Released Collateral.

The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

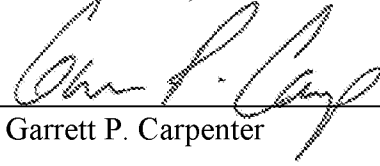
The words “execution,” “signed,” “signature,” and words of like import in this Release or in any amendment or other modification hereof (including waivers and consents and any supplements) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a

manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

[Signature page follows]

**NOMURA CORPORATE FUNDING AMERICAS, LLC,
AS COLLATERAL AGENT,**

By:



Name: Garrett P. Carpenter

Title: Managing Director

[Signature Page to Trademark Release]