

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714024

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:	Trojan Leisure Products, LLC		
Street Address:	787 Watervliet Shaker Road		
City:	Latham		
State/Country:	NEW YORK		
Postal Code:	12110		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4785184	ABOVEGROUND, INGROUND AND EVERYTHING IN	
Registration Number:	5127924	ECO-SPLASH SMART SWIMMING. GREEN LIVING.	
Registration Number:	3352138	RADIANT POOLS	
Registration Number:	4785185	THE ABOVEGROUND POOL WITH THE INGROUND A	
Registration Number:	5173277	THE INSULATED POOL	
Registration Number:	5464868	THE MIGHTY POOL	
CORRESPONDENCE DATA			
Fax Number:	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>			
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		

CH \$165.00 4785184

SIGNATURE:	/Eric Hyla/
DATE SIGNED:	03/12/2022
Total Attachments: 4 source=Latham Pools - Trademark Release (Trojan) (Executed)#page1.tif source=Latham Pools - Trademark Release (Trojan) (Executed)#page2.tif source=Latham Pools - Trademark Release (Trojan) (Executed)#page3.tif source=Latham Pools - Trademark Release (Trojan) (Executed)#page4.tif	

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 **Trojan Leisure Products, LLC**, a New York limited liability company (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 **January 20, 2022** 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 January 21, 2022 at Reel 7564 Frame 0683. 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.

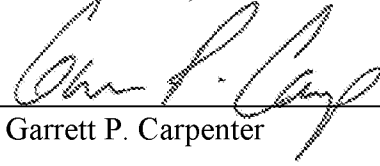
The words "execution," "signed," "signature," and words of like import in this Release or in any amendment or other modification hereof (including waivers and consents and any supplements) shall be deemed to include electronic signatures or the keeping of records in

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]

**TRADEMARK
REEL: 007658 FRAME: 0415**

Schedule 1

Mark	Serial No./ Filing Date	Reg. No./Reg. Date	Status	Owner
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

TRADEMARK

REEL: 007658 FRAME: 0416

RECORDED: 03/12/2022

[Trademark Release]