

03-13-2003

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FOR
PATENT



COMMERCE
mark Office

Tab settings ⇌ ⇌ ⇌

102388489

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jacuzzi Inc.
Jacuzzi UK Group plc
Zum Industries, Inc.

3-11-03

2. Name and address of receiving party(ies)

Name: Wilmington Trust Company

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: 1100 North Market Street

Rodney Square

City: Wilmington State: Delaware Zip: 19890

Execution Date: February 27, 2003

Additional name(s) & address(es) attached? ☒ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

N/A

B. Patent No.(s)

See Attached

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41).....\$ 400.00

☒ Enclosed

☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Warren Nachlis

Name of Person Signing

Signature

March 5, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

03/12/2003 ECOOPER 00000160 D446845

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400.00 00

NYDOCS04/368763.1

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PATENT
REEL: 013821 FRAME: 0651

Continuation of Patent Recordation Form Cover Sheet

Continuation of Box 2.

Name: David A. Vanasky
Street Address: 1100 North Market Street, Rodney Square
City: Wilmington
State: Delaware Zip: 19890

Continuation of Box 4:

Registration Numbers

D446,845	D320,068	D326,315	5,718,537	6,000,881
D320,846	D320,647	D326,904	5,971,662	6,113,311

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated as of February 27, 2003, is made by the Persons listed on the signature page hereof (collectively, the "**Pledgors**") in favor of Wilmington Trust Company and David A. Vanaskey, as Collateral Trustees (the "**Collateral Trustees**") for the Secured Holders (as defined in the Collateral Trust Agreement referred to below). Terms used herein and not otherwise defined are used herein as defined in the Collateral Trust Agreement.

PRELIMINARY STATEMENTS:

1. Each Pledgor is a party to that certain Amended and Restated Collateral Trust Agreement dated as of August 15, 2001, as amended as of September 23, 2002 and as of October 30, 2002 (as so amended and restated and as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Collateral Trust Agreement**"), with the Collateral Trustees;

2. Each Pledgor has executed and delivered that certain Amended and Restated Pledge and Security Agreement dated August 15, 2001, made by the Pledgors to the Collateral Trustees, as amended as of October 30, 2002 (as so amended and restated and as the same may hereafter be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), granting to the Collateral Trustees for their benefit and in trust for the Equal and Ratable Benefit of the Representatives and the Secured Holders a lien on and security interest in all of their respective personal properties and fixtures now owned or hereafter acquired;

3. Pursuant to the Amended and Restated Amendment, Restatement, General Provisions and Intercreditor Agreement dated as of September 23, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Master Agreement**") the undersigned have become Pledgors under the Collateral Trust Agreement and the Pledge and Security Agreement by executing and delivering counterparts thereof and the Security Agreement Supplement dated as of the date hereof; and

4. Under the terms of the Pledge and Security Agreement, the Pledgors have granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Pledgors to the Collateral Trustees for the Equal and Ratable Benefit of the Representatives and the Secured Holders and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors agree as follows:

SECTION 1. Confirmation of Grant of Security. Each of the Pledgors hereby acknowledges and confirms the grant of a security interest to the Collateral Trustees for the ratable benefit of the Secured Holders under the Pledge and Security Agreement in and to all of such Pledgor's right, title and interest in and to the following (the "***Additional Collateral***"):

(i) The United States, international, and foreign patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "***Patents***");

(ii) The United States and foreign trademark and service mark registrations, applications (other than any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such intent-to-use trademark application under applicable law), and licenses set forth in Schedule B hereto together with all goodwill of the business connected therewith and symbolized thereby and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever pertaining thereto (the "***Trademarks***");

(iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Pledge and Security Agreement. Schedule IV to the Pledge and Security Agreement is hereby supplemented to add the Additional Collateral thereto.

SECTION 3. Recordation. Each of the Pledgors authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each of the Pledgors has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Jacuzzi Inc.

By 

Name: Steven C. Barre

Title: Vice President and Assistant Secretary

Jacuzzi UK Group plc

By 

Name: Steven C. Barre

Title: Director

Zurn Industries, Inc.

By 

Name: Steven C. Barre

Title: Vice President and Assistant Secretary

Schedule A

Patents

Pledgor	Title	Registration Number
Jacuzzi, Inc.	Spa Filter System	Not yet received
Jacuzzi Inc.	Whirlpool bath (Affinity design)	D446,845
Jacuzzi UK	Inset Edwardian washbasin	D320,846
Jacuzzi UK	Washbasin & pedestal	D320,068
Jacuzzi UK	Washbasin-semi- pedestal	D320,647
Jacuzzi UK	Bidet-Edwardian- BCS	D326,315
Jacuzzi UK	Toilet-Edwardian- BCS	D326,904
Zurn Industries, Inc.	Trench Drain	5,718,537
Zurn Industries, Inc.	Trench Drain	5,971,662
Zurn Industries, Inc.	Trench Drain	6,000,881
Zurn Industries, Inc.	Trench Drain	6,113,311

Schedule B

Trademarks

Pledgor	Country	Trademark	Reg. No.	Reg. Date
Jacuzzi Inc.	United States	Magna	1,441,981	6/9/87
Jacuzzi Inc.	United States	Siena	2,043,458	3/11/97
Jacuzzi Inc.	United States	Majora	2,092,747	9/2/97
Jacuzzi Inc.	United States	The Most Trusted Name In Water	2,420,397	1/16/01
Jacuzzi Inc.	United States	Amea	1,595,201	05/08/90
Jacuzzi Inc.	United States	Ciprea	1,595,199	05/8/90
Jacuzzi Inc.	United States	DuraTuff and Design	1,968,020	04/16/96
Jacuzzi Inc.	United States	PowerPro	1,554,575	09/05/89
Jacuzzi Inc.	United States	Magnum	2,434,800	3/3/01
Jacuzzi Inc.	United States	Full Moon	2,491,232	08/18/01
United States Brass Corporation	United States	Qest	1,373,633	12/03/85
Zurn Industries, Inc.	United States	Retroflo	1,979,966	6/11/96
Zurn Industries, Inc.	United States	Temp/Gard II	2,355,665	6/6/00
Zurn Industries, Inc.	United States	Insul Guard	2,446,454	4/24/01
Zurn Industries, Inc.	United States	Fusion Lock	2,454,255	5/22/01

Schedule C

Copyrights

Pledgor	Title	Reg. No.	Published	Reg. Date
Zurn Industries, Inc.	HTBAL/PC source code	TX-2-385-471	06/07/88	07/26/88