

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Latham Pool Products, Inc.	10/26/2011
Coverstar, LLC	10/26/2011
Viking Pools, LLC	10/26/2011

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Administrative Agent
Street Address:	111 W. Monroe St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 37

Property Type	Number
Patent Number:	6991700
Patent Number:	7010817
Patent Number:	7861471
Patent Number:	7011782
Patent Number:	7093784
Patent Number:	7152254
Patent Number:	7318243
Patent Number:	7146773
Patent Number:	7150129
Patent Number:	5400556
Patent Number:	5680730
Patent Number:	5941030
Patent Number:	6324706

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PATENT
REEL: 027144 FRAME: 0174

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Patent Number:	6384726
Patent Number:	6393632
Patent Number:	6418572
Patent Number:	6519788
Patent Number:	6671895
Patent Number:	6769141
Patent Number:	6886188
Patent Number:	6928671
Patent Number:	D394907
Patent Number:	D491277
Patent Number:	D490903
Patent Number:	D490161
Patent Number:	D490904
Patent Number:	D455838
Patent Number:	D444242
Patent Number:	D397231
Patent Number:	D485914
Patent Number:	D512515
Patent Number:	D420143
Patent Number:	7311867
Application Number:	29382388
Application Number:	29382376
Application Number:	61429299
Application Number:	61446110

CORRESPONDENCE DATA

Fax Number: (312)863-7827

Phone: 312-201-3927

Email: rebecca.silva@goldbergkohn.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Rebecca Silva, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 E. Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:

3630.116

NAME OF SUBMITTER:

Rebecca Silva

PATENT

REEL: 027144 FRAME: 0175

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of October 26, 2011, among LATHAM POOL PRODUCTS, INC., a Delaware corporation ("US Borrower"), COVERSTAR, LLC, a Delaware limited liability company ("Coverstar") and Viking Pools, LLC, a West Virginia limited liability company ("Viking"; US Borrower, Coverstar and Viking are referred to herein each as a "Grantor", and collectively as the "Grantors"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among US Borrower, Latham Splash Canada, Inc. (together with US Borrower, "Borrowers"), the Grantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrowers; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantors and Administrative Agent and (b) to the extent applicable, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Patents" shall mean patents and patent applications, including (i) the patents and patent applications listed on Schedule 1 attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. To secure the Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Patent.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.


6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Patent Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.


[signature page follows]

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


LATHAM POOL PRODUCTS, INC.

By: 
Name: Mark P. Lawen
Title: CEO

COVERSTAR, LLC

By: 
Name: Mark P. Lawen
Title: CEO

VIKING POOLS, LLC

By: 
Name: Mark P. Lawen
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By 

Name: Stephen Isaacs

Title: Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT

U.S. Patents	Registration or Application #	Owner
Heat Sealed Webbing Method and Apparatus for Pool Covers	6,991,700	Latham Pool Products, Inc.
Pool Cover Box Apparatus and Methods	7,010,817	Latham Pool Products, Inc.
Track Assembly with Apparatus for Forming Deck Edging for Swimming Pools	7,861,471	Latham Pool Products, Inc.
Lid Support and Forming System for Pool Cover Box	7,011,782	Latham Pool Products, Inc.
Universal Shift Apparatus and Method for Swimming Pool Cover Assembly	7,093,784	Latham Pool Products, Inc.
Mounting Apparatus for Pool Cover Assembly	7,152,254	Latham Pool Products, Inc.
Lid Forming System for Pool Cover Box	7,318,243	Latham Pool Products, Inc.
Concrete Accepting Wall Structure with Adjustable Curvature	7,146,773	Latham Pool Products, Inc.
Modular Step System for Pools	7,150,129	Latham Pool Products, Inc.
Modular Step System and Method for Manufacture	5,400,556	Latham Pool Products, Inc.
Extruded Coping for a Swimming Pool	5,680,730	Latham Pool Products, Inc.
Step Support Brace for a Swimming Pool for a Swimming Pool	5,941,030	Latham Pool Products, Inc.
Automatic Pool Cover Box	6,324,706	Latham Pool Products, Inc.
Automatic Pool Cover Safety System	6,384,726	Latham Pool Products, Inc.
End Cap Coping for Swimming Pool	6,393,632	Latham Pool Products, Inc.
Leading Edge Bar for an Automatic Pool Cover Assembly	6,418,572	Latham Pool Products, Inc.
Vented Automatic Cover for a Swimming Pool	6,519,788	Latham Pool Products, Inc.
Dual Purpose Beading for Swimming Pool Liners	6,671,895	Latham Pool Products, Inc.
Automatic Pool Cover Box Equipment Mounting Assembly	6,769,141	Latham Pool Products, Inc.
Automatic Pool Cover Box Lid Support Bracket Assembly	6,886,188	Latham Pool Products, Inc.
Tie Down Assembly for Pool Covers and Pool Cover	6,928,671	Latham Pool Products, Inc.
Pool (ornamental design)	D394907	Latham Pool Products, Inc.
Fiberglass Swimming Pool	29/189,030/D491277	Viking Pools, LLC
Fiberglass Swimming Pool	29/189,031/D490903	Viking Pools, LLC
Fiberglass Swimming Pool	29/189,032/D490161	Viking Pools, LLC
Fiberglass Swimming Pool	29/189,033/D490904	Viking Pools, LLC

Fiberglass Swimming Pool	29/135,252/D455838	Viking Pools, LLC
End Cap Coping for Swimming Pool	D444242	Latham Pool Products, Inc.
Swimming Pool Coping Having a Facia with a Compound	D397231	Latham Pool Products, Inc.
Pool Step	D485914	Latham Pool Products, Inc.
Seal Bead	D512515	Latham Pool Products, Inc.
Swimming Pool Liner	D420143	Latham Pool Products, Inc.
Method of Rapid Mold Development For Swimming Pools, Spas, and Ponds	7,311,867	Viking Pools, Inc.*

U.S. Patents – Pending

Coping and Clip System (CP2 SureFit)	29,382,388	Latham Pool Products, Inc.
Coping System (Bendable SureFit Design)	29,382,376	Latham Pool Products, Inc.
Modular Staircase Systems (Vinyl over Polymer Step)	61,429,299	Latham Pool Products, Inc.
Systems for use in Pool Covers	61,446,110	Coverstar, LLC

Canadian Patents

Pool Liner Retainer with Cap	CA 2,395,162	Latham Pool Products, Inc.
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Canadian Patents - Pending

Modular Step Systems for pools	CA 2,587,654	Latham Pool Products, Inc.
Coping and Clip System (CP2 SureFit)	139,271	Latham Pool Products, Inc.
Coping System (Bendable SureFit Design)	139,270	Latham Pool Products, Inc.

*Transferred from Trilogy Pools, LLC to Viking Pools, LLC pursuant to an Asset Purchase Agreement dated as of October 11, 2011.