

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EPI HOLDINGS, INC.	04/25/2014
RECEIVING PARTY DATA	
Name:	BANK OF MONTREAL, AS ADMINISTRATIVE AGENT
Street Address:	111 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5285538
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	RAQUEL HALEEM C/O KATTEN MUCHIN ROSENMAN
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ATTORNEY DOCKET NUMBER:	207545-16
NAME OF SUBMITTER:	RAQUEL HALEEM
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	04/25/2014
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This Patent Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of this 25th day of April, 2014, is made by EPI Holdings, Inc., an Indiana corporation (“**Grantor**”) with its principal place of business and mailing address at 1500 South Lewis Street, Anaheim, California 92805, in favor of Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as administrative agent (in such capacity, “**Administrative Agent**”) for the Lenders and other Secured Creditors (as defined in the Security Agreement described below), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns.

Preliminary Statements

A. Grantor, the Guarantors from time to time party thereto, Administrative Agent and the Lenders from time to time party thereto are parties to an Amended and Restated Credit Agreement dated as of July 19, 2013 (such Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Credit Agreement**”), pursuant to which Administrative Agent and the Lenders have agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Debtors.

B. As a condition to the execution and delivery of the Credit Agreement, Administrative Agent and the Lenders have required, among other things, that each of Grantor and the Guarantors (each a “**Debtor**” and collectively the “**Debtors**”) grant to Administrative Agent, on behalf of itself and the Lenders and other holders of the Obligations, the Hedging Liability and the Funds Transfer and Deposit Account Liability (Administrative Agent and such Lenders and other holders being referred to collectively in the Security Agreement described below as the “**Secured Creditors**”) a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Secured Creditors are parties to a Security Agreement dated as of September 9, 2011 (such Security Agreement, as amended, restated, supplemented or otherwise modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Security Agreement**”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby assigns, mortgages, pledges, hypothecates and grants to Administrative Agent for the benefit of the Secured Creditors a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Patent Collateral**”):

(i) All of its patents and patent applications and IP licenses providing for the grant by or to Grantor of any right under any patent or patent application, including, without limitation, each patent and patent application listed on Schedule A hereto, and all of the inventions described and claimed therein and any and all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions thereof; and

(ii) All income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any patent or patent application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtors as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees 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.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent Collateral.

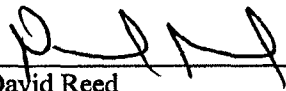
4. **Counterparts.** This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed as of the date and year first written above.

EPI HOLDINGS, INC.,
an Indiana corporation

By: 
Name: David Reed
Title: Secretary

Accepted and agreed to as of the date and year first written above.

BANK OF MONTREAL,
as Administrative Agent

By: 
Name: Brian Boczkowsky
Title: Director

SCHEDULE A

PATENTS

Description	Appl. No.	Appl. Date	Patent No.	Patent Date
SEALING ASSEMBLY FOR A SWIMMING POOL SKIMMER	07869136	4/14/92	5285538	2/15/94

PATENT APPLICATIONS

None.

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