

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3396261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF PATENT SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
AQUATIC CO.	06/12/2015
RECEIVING PARTY DATA	
Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT
Street Address:	787 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 13	
Property Type	Number
Patent Number:	7490371
Patent Number:	8185980
Patent Number:	8141181
Patent Number:	7278175
Patent Number:	6094757
Patent Number:	8230534
Patent Number:	D610657
Patent Number:	D611578
Patent Number:	D615175
Patent Number:	D610658
Application Number:	11788083
Application Number:	11787159
Application Number:	13446590
CORRESPONDENCE DATA	
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<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>	
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PATENT

ATTORNEY DOCKET NUMBER:	0049018-0051
NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/kja/
DATE SIGNED:	06/15/2015
Total Attachments: 4 source=BNPP_Aquatic - Grant of Patent Security Interest#page1.tif source=BNPP_Aquatic - Grant of Patent Security Interest#page2.tif source=BNPP_Aquatic - Grant of Patent Security Interest#page3.tif source=BNPP_Aquatic - Grant of Patent Security Interest#page4.tif	

GRANT OF PATENT SECURITY INTEREST

June 12, 2015

WHEREAS, **AQUATIC CO.**, a Delaware corporation, **BOOTZ MANUFACTURING COMPANY, LLC**, an Indiana limited liability company, and **THE PRAXIS COMPANIES, LLC**, a Delaware limited liability company (each a **“Grantor”** and collectively, the **“Grantors”**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below); and

WHEREAS, ABG Operating, LLC, a Delaware limited liability company (“Company”) has entered into a Credit Agreement, dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Credit Agreement”**) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the **“Lenders”**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **“Secured Party”**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **“Lender Swap Agreements”**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **“Swap Counterparties”**); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Guaranty”**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof, (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Security Agreement”**), among Company, Secured Party, and the other grantors named therein, each Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Patent Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such

Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

(i) all rights, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto), all rights (but not obligations) corresponding thereto to sue for past, present and future infringements and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patent Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Patent Collateral 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.


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

AQUATIC CO.

By: 
Name: Anthony Ricketts
Title: Vice President

**BOOTZ MANUFACTURING COMPANY, LLC
THE PRAXIS COMPANIES, LLC**

By: 
Name: Anthony Ricketts
Title: Chief Financial Officer

Grant of Patent Security Interest
to Security Agreement

**PATENT
REEL: 035901 FRAME: 0383**

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

<u>U.S. Patents Issued:</u>			
<u>Entity</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Invention Title</u>
Aquatic Co.	7490371	Feb. 17, 2009	Shower Receptor
Aquatic Co.	8185980	May 29, 2012	Magnetic Plastic Bathware
Aquatic Co.	8141181	Mar. 27, 2012	Neck Jet Pillow for Whirlpool Tub
Aquatic Co.	7278175	Oct. 09, 2007	Tub Skirt Panel System
Aquatic Co.	6094757	Aug. 1, 2000	Threshold Assembly for Barrier Free Shower Units
Aquatic Co.	8230534	Jul. 31, 2012	Accessible Bathtub
Aquatic Co.	D610657	Feb. 23, 2010	Accessible Bathtub
Aquatic Co.	D611578	Mar. 9, 2010	Accessible Bathtub
Aquatic Co.	D615175	May 4, 2010	Door bolster and handles for an accessible bathtub
Aquatic Co.	D610658	Feb. 23, 2010	Accessible Bathtub
Bootz Manufacturing Company	D731630	Jun. 9, 2015	Shower for pan design
Praxis Acquisition Co., LLC	7007315	Mar. 7, 2006	Self-Sustaining Base

<u>U.S. Patents Pending:</u>			
<u>Applicant's Name</u>	<u>Date Filed</u>	<u>Application Number</u>	<u>Invention Title</u>
Lasco Bathware, Inc.	Apr. 19, 2007	11/788083	Laminar Jet and Hydrotherapy Bath System
Lasco Bathware, Inc.	Apr. 13, 2007	11/787159	Multi-Piece Shower Wall System and Method of Installation
Aquatic Co.	Apr. 13, 2012	13/446590	Accessible Bathtub and Drain