

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4224972

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COVER-POOLS INCORPORATED	12/20/2016
	ZODIAC POOL SYSTEMS, INC.	12/20/2016
	ZODIAC POOL SOLUTIONS NORTH AMERICA, INC.	12/20/2016
RECEIVING PARTY DATA		
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	
Street Address:	ELEVEN MADISON AVENUE, 9TH FLOOR	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10010	
PROPERTY NUMBERS Total: 71		
Property Type	Number	
Patent Number:	9212496	
Application Number:	15067081	
Application Number:	15065176	
Application Number:	13159499	
Application Number:	14816362	
Patent Number:	8082617	
Patent Number:	D760978	
Patent Number:	D760977	
Patent Number:	8647483	
Application Number:	14728678	
Application Number:	14316464	
Patent Number:	5913613	
Patent Number:	5920922	
Patent Number:	8888999	
Application Number:	14598742	
Patent Number:	7849877	
Patent Number:	8910662	
Patent Number:	6908550	

PATENT

Property Type	Number
Patent Number:	8100146
Patent Number:	9074383
Patent Number:	9127472
Patent Number:	D718419
Patent Number:	D654988
Patent Number:	D654989
Patent Number:	D657027
Patent Number:	D665481
Patent Number:	9249590
Patent Number:	8845276
Application Number:	14461576
Application Number:	14568910
Patent Number:	7029583
Patent Number:	7462278
Patent Number:	D634406
Application Number:	13400632
Patent Number:	9163421
Application Number:	15044640
Patent Number:	7496976
Patent Number:	7951293
Patent Number:	8173011
Patent Number:	8763171
Application Number:	14205400
Patent Number:	8246055
Patent Number:	7879208
Patent Number:	8491764
Patent Number:	8512529
Application Number:	14014660
Application Number:	14254111
Patent Number:	7815796
Patent Number:	7794591
Patent Number:	8137545
Patent Number:	8649908
Patent Number:	8152128
Application Number:	14711443
Application Number:	13600567
Patent Number:	9464794
Patent Number:	8145357

Property Type	Number
Patent Number:	8516661
Patent Number:	6094764
Patent Number:	8177141
Patent Number:	8042748
Patent Number:	8523087
Patent Number:	8732883
Patent Number:	8312583
Patent Number:	8479339
Application Number:	14103586
Application Number:	14247572
Application Number:	14504508
Application Number:	14027330
Application Number:	15067886
Patent Number:	8616235
Patent Number:	9169935

CORRESPONDENCE DATA

Fax Number: (650)838-5109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	35610/72
NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	01/13/2017

Total Attachments: 16

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated December 20, 2016, is made by the persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, acting through one or more of its branches or any Affiliate thereof, as collateral agent (in such capacity and any successor in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Second Lien Credit Agreement (as defined below).

WHEREAS, the Grantors have entered into that certain Second Lien Credit and Guaranty Agreement, dated as of December 20, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Credit Agreement**”), with the Borrower, Holdings, Super Holdings, certain subsidiaries of Holdings party thereto as Guarantors from time to time, the Lenders party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent;

WHEREAS, as a condition precedent to the making of Loans by the Lenders, each Grantor has executed and delivered that certain U.S. Second Lien Pledge and Security Agreement, dated as of December 20, 2016, by and among the Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”); and

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**Additional Collateral**”):

(i) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1(b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issues as

a result of such application under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “**Copyrights**”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(v) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(vi) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

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

SECTION 4. Counterparts. This IP Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This IP Security Agreement shall become effective when (a) the Administrative Agent shall have received a counterpart of this IP Security Agreement that bears the signature of the Grantors and (b) the Agents have executed a counterpart hereof. Delivery of an executed counterpart to this IP Security Agreement by facsimile or any other electronic transmission (e.g., “PDF” or “TIFF”) to the United States Patent and Trademark Office shall be effective as delivery of a manually signed original. Delivery of a manually signed original shall be made to the United States Copyright Office.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures pages to follow]

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

COVER-POOLS INCORPORATED

By: 
Name: Michael Allan
Title: Chief Financial Officer

[Signature Page to Second Lien IP Security Agreement]

ZODIAC POOL SYSTEMS, INC.

By: 
Name: Michael Allan
Title: Chief Financial Officer

[Signature Page to Second Lien IP Security Agreement]

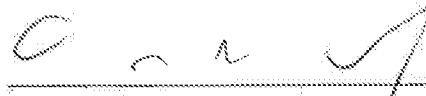
ZODIAC POOL SOLUTIONS NORTH
AMERICA, INC.

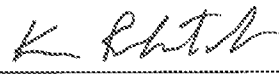
By: 
Name: Michael Allan
Title: Chief Financial Officer

[Signature Page to Second Lien IP Security Agreement]

PATENT
REEL: 041365 FRAME: 0648

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: 
Name: Christopher Day
Title: Authorized Signatory

By: 
Name: Karim Rahimtoola
Title: Authorized Signatory

Schedule A

Title	Country	Patent No. / Date	App. No. / Filed	Owner	Status
ANTI-CORROSION POOL COVER ASSEMBLIES	US	9212496 20151215	13/773774 20130222	Cover-Pools Incorporated	Granted
AUTOMATIC ADDRESSING SCHEME FOR POOL SYSTEM CONTROLLERS AND COMPATIBLE REMOTE DEVICES	US	N/A	15/067081 20160310	Zodiac Pool Systems, Inc.	Pending
AUTOMATIC AUXILIARY-POWER DETECTOR FOR POOL SYSTEMS	US	N/A	15/065176 20160309	Zodiac Pool Systems, Inc.	Pending
AUTOMATIC POOL CLEANERS AND COMPONENTS THEREOF	US	N/A	13/159499 20110614	Zodiac Pool Systems, Inc.	Pending
AUTOMATIC SWIMMING POOL CLEANER CONCEPTS	US	N/A	14/816362 20150803	Zodiac Pool Systems, Inc.	Pending
AUTOMATIC SWIMMING POOL CLEANERS	US	8082617 20111227	11/224773 20050913	Zodiac Pool Systems, Inc.	Granted
BLADE FOR POOL CLEANER	US	D760978 20160705	29/526867 20150513	Zodiac Pool Systems, Inc.	Granted
BRUSH FOR POOL CLEANER	US	D760977 20160705	29/526824 20150513	Zodiac Pool Systems, Inc.	Granted
CHLORINATORS AND OTHER FLUID RECEIVING DEVICES	US	8647483 20140211	13/185707 20110719	Zodiac Pool Systems, Inc.	Granted
CONTROLLING ASPECTS OF POOLS AND SPAS	US	N/A	14/728678 20150602	Zodiac Pool Systems, Inc.	Pending
CONVERSION OF A MECHANICAL TIMECLOCK ENCLOSURE	US	N/A	14/316464 20140626	Zodiac Pool Systems, Inc.	Pending
COVER OPERATION SYSTEM	US	5913613 19990622	08/932556 19970919	Cover-Pools, Inc.	Granted
COVER SYSTEM WITH EDGE STOPS	US	5920922 19990713	09/136183 19980819	Cover-Pools, Inc.	Granted
DEBRIS FILTER	US	8888999 20141118	13/253117 20111005	Zodiac Pool Systems, Inc.	Granted
DEVICES AND METHODS FOR MONITORING WATER FLOW THROUGH A CHLORINE-GENERATING OR OTHER ASSEMBLY	US	N/A	14/598742 20150116	Zodiac Pool Systems, Inc.	Pending
DIVERTER VALVE	US	7849877 20101214	11/681015 20070301	Zodiac Pool Systems, Inc.	Granted
DIVERTER VALVE	US	8910662 20141216	11/966792 20070301	Zodiac Pool Systems, Inc.	Granted
FILTER BAG	US	6908550 20050621	10/442454 20030521	Zodiac Pool Systems, Inc.	Granted

Title	Country	Patent No. / Date	App. No. / Filed	Owner	Status
FLEXIBLE VALVE ASSEMBLIES PRINCIPALLY FOR AUTOMATIC SWIMMING POOL CLEANERS	US	8100146 20120124	12/99815 20080409	Zodiac Pool Systems, Inc.	Granted
FLOW CONTROL AND IMPROVED HEAT RISE CONTROL DEVICE FOR WATER HEATERS	US	9074383 20150707	13/211456 20110817	Zodiac Pool Systems, Inc.	Granted
FLOW CONTROL AND INDICATOR ASSEMBLIES	US	9127472 20150908	13/975438 20130826	Zodiac Pool Systems, Inc.	Granted
Flow control and indicator assembly	US	D718419 20141125	29/463361 20131028	Zodiac Pool Systems, Inc.	Granted
FLUID FLOW DEFLECTOR	US	D654988 20120228	29/373442 20110408	Zodiac Pool Systems, Inc.	Granted
FLUID FLOW DEFLECTOR	US	D654989 20120228	29/373446 20110408	Zodiac Pool Systems, Inc.	Granted
FLUID FLOW DEFLECTOR	US	D657027 20120403	29/374045 20110627	Zodiac Pool Systems, Inc.	Granted
FLUID FLOW DEFLECTOR	US	D665481 20120814	29/374046 20110627	Zodiac Pool Systems, Inc.	Granted
FLUID FLOW DEFLECTOR ASSEMBLIES FOR CONNECTION TO SWEEP TAIL	US	9249590 20160202	13/080801 20110406	Zodiac Pool Systems, Inc.	Granted
HOSES OF AUTOMATIC SWIMMING POOL CLEANERS	US	8845276 20140930	12/564997	Zodiac Pool Systems, Inc.	Granted
FLUID-POWERED MOTORS AND PUMPS	US	N/A	14/461576 20140818	Zodiac Pool Systems, Inc.	Granted
HEADER FOR HEAT EXCHANGER	US	N/A	14/568910 20141212	Zodiac Pool Systems, Inc.	Granted
HOSE CLASP FOR A POOL CLEANER FILTER BAG	US	7029583 20060418	10/917892 20040813	Zodiac Pool Systems, Inc.	Granted
HOSE CLASP FOR A POOL CLEANER FILTER BAG	US	7462278 20081209	13/49797 20040813	Zodiac Pool Systems, Inc.	Granted
HOSE CUFF	US	D634406 20110315	29/348682 20100128	Zodiac Pool Systems, Inc.	Granted
HOSES PRINCIPALLY FOR AUTOMATIC SWIMMING POOL CLEANERS	US	N/A	13/400632 20120221	Zodiac Pool Systems, Inc.	Pending
IDLER MECHANISMS FOR HYDRAULIC DEVICES	US	9163421 20151020	13/049029 20110916	Zodiac Pool Systems, Inc.	Granted
LIGHTING ASSEMBLIES	US	N/A	15/044640 20160216	Zodiac Pool Systems, Inc.	Pending
LOCKING ROPE REEL	US	7496976 20090303	14/426805 20060627	Cover-Pools, Inc.	Granted
METHODS AND APPARATUS FOR A POOL TREATMENT AND WATER SYSTEM	US	7951293 20110531	12/246397 20081006	Zodiac Pool Systems, Inc.	Granted

Title	Country	Patent No. / Date	App. No. / Filed	Owner	Status
METHODS AND APPARATUS FOR A POOL TREATMENT AND WATER SYSTEM	US	8173011 20120508	13/149785 20110531	Zodiac Pool Systems, Inc.	Granted
METHODS, APPARATUS AND KITS FOR SPLICING TUBES	US	8763171 20140701	12/612151 20091104	Cover-Pools Incorporated	Granted
METHODS, SYSTEMS, AND DEVICES FOR PROVIDING COMMUNICATIONS CAPABILITIES TO EQUIPMENT OF SWIMMING POOLS AND SPAS	US	N/A	14/205400 20140312	Zodiac Pool Systems, Inc.	Pending
MULTI-LOBED SEAL MEMBER	US	8246055 20120821	12/395494 20090227	Zodiac Pool Systems, Inc.	Granted
MULTI-PORT CHLORINE GENERATOR	US	7879208 20110201	11/346650 20060203	Zodiac Pool Systems, Inc.	Granted
MULTI-PORT CHLORINE GENERATOR	US	8491764 20130723	13/018684 20010201	Zodiac Pool Systems, Inc.	Granted
MULTI-PORT CHLORINE GENERATOR	US	8512529 20130820	13/018703 20110201	Zodiac Pool Systems, Inc.	Granted
MULTI-POSITION VALVE ACTUATORS	US	N/A	14/014660 20130830	Zodiac Pool Systems, Inc.	Pending
OMNIDIRECTIONAL AUTOMATIC SWIMMING POOL CLEANERS	US	N/A	14/254111 20140416	Zodiac Pool Systems, Inc.	Pending
POOL FILTER	US	7815796 20101019	12/967664 20071231	Zodiac Pool Systems, Inc.	Granted
POOL FILTER	US	7794591 20100914	12/0534463 20080321	Zodiac Pool Systems, Inc.	Granted
POOL FILTER	US	8137545 20120320	12/880601 20100913	Zodiac Pool Systems, Inc.	Granted
POOL OR SPA EQUIPMENT CONTROL SYSTEM AND METHOD WITH AUTOMATIC ADJUSTMENT	US	8649908 20140211	13/430623 20120326	Zodiac Pool Systems, Inc.	Granted
PUMP MOUNT BASE	US	8152128 20120410	12/508425 20090723	Zodiac Pool Systems, Inc.	Granted
REMOTELY CONTROLLING ASPECTS OF POOLS AND SPAS	US	N/A	14/711443 20150513	Zodiac Pool Systems, Inc.	Pending
REMOTELY CONTROLLING ASPECTS OF POOLS AND SPAS	US	N/A	13/600567 20120831	Zodiac Pool Systems, Inc.	Pending
REMOVABLE LIGHTING ASSEMBLIES	US	9464794 20161011	14/073373 20131106	Zodiac Pool Systems, Inc.	Granted
RESIDENTIAL ENVIRONMENTAL MANAGEMENT CONTROL SYSTEM WITH AUTOMATIC ADJUSTMENT	US	8145357 20120327	12/340458 20081219	Zodiac Pool Systems, Inc.	Granted
RETAINER BAND FOR USE IN FLUID-HANDLING VESSELS	US	8516661 20130827	12/432551 20090429	Zodiac Pool Systems, Inc.	Granted
SUCTION POWERED POOL CLEANER	US	6094764 20000801	09/090894 19980604	Zodiac Pool Systems, Inc.	Granted

Title	Country	Patent No. / Date	App. No. / Filed	Owner	Status
SURFACE DISRUPTOR FOR LAMINAR JET FOUNTAIN	US	8177141 20120515	12/340520 20081219	Zodiac Pool Systems, Inc.	Granted
SURFACE DISRUPTOR FOR LAMINAR JET FOUNTAIN	US	8042748 20111025	12/396466 20090302	Zodiac Pool Systems, Inc.	Granted
SURFACE DISRUPTOR FOR LAMINAR JET FOUNTAIN	US	8523087 20130903	13/279968 20111024	Zodiac Pool Systems, Inc.	Granted
SWIMMING POOL CLEANER DISCS	US	8732883 20140527	13/280052 20111024	Zodiac Pool Systems, Inc.	Granted
SWIMMING POOL CLEANER DISCS WITH POCKETS	US	8312583 20121120	12/106457 20080421	Zodiac Pool Systems, Inc.	Granted
SWIMMING POOL CLEANERS AND COMPONENTS THEREOF	US	8479339 20130709	12/661380 20100317	Zodiac Pool Systems, Inc.	Granted
SYSTEMS AND METHODS FOR REMOVING STANDING WATER FROM A COVER	US	N/A	14/103586 20131211	Cover-Pools Incorporated	Pending
SYSTEMS AND METHODS FOR WIRELESSLY COMMUNICATING WITH AUTOMATIC SWIMMING POOL CLEANERS	US	N/A	14/247572 20140408	Zodiac Pool Systems, Inc.	Pending
SYSTEMS INCLUDING VARIABLE SPEED PUMPS FOR CLEANING SWIMMING POOLS AND SPAS	US	N/A	14/504508 20141002	Zodiac Pool Systems, Inc.	Granted
SYSTEMS, ASSEMBLIES, AND METHODS OF REDUCING HEAD LOSS IN HEATING DEVICES	US	N/A	14/027330 20130916	Zodiac Pool Systems, Inc.	Pending
SYSTEMS, ASSEMBLIES, AND METHODS OF REDUCING HEAD LOSS IN HEATING DEVICES	US	8616235 2131231	15/067886 20160311	Zodiac Pool Systems, Inc.	Pending
VALVES	US	8616235 2131231	13/006672 20110114	Zodiac Pool Systems, Inc.	Granted
VALVES	US	9169935 20151027	14/093640 20131202	Zodiac Pool Systems, Inc.	Granted

Schedule B

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
ACTIVMOTION SENSOR	United States	4258625 11-DEC-2012	85398411 15-AUG-2011	Zodiac Pool Systems, Inc.	Registered
AQUALINK	United States	1867552 13-DEC-1994	74421432 04-AUG-1993	Zodiac Pool Systems, Inc.	Registered
AQUAPURE	United States	2956790 31-MAY-2005	76586275 12-APR-2004	Zodiac Pool Systems, Inc.	Registered
AQUASPHERE	United States	3801187 08-JUN-2010	78713827 15-SEP-2005	Zodiac Pool Solutions North America, Inc.	Registered
ATV	United States	3083733 18-APR-2006	78474077 26-AUG-2004	Zodiac Pool Systems, Inc.	Registered
AUTOCLEAR	United States	2472344 24-JUL-2001	75846865 12-NOV-1999	Zodiac Pool Systems, Inc.	Registered
BARACUDA	United States	1505584 27-SEP-1988	73667757 22-JUN-1987	Zodiac Pool Systems, Inc.	Registered
BARACUDA MX	United States	3952273 26-APR-2011	77967085 24-MAR-2010	Zodiac Pool Systems, Inc.	Registered
CENSE	United States	3366673 08-JAN-2008	78600297 01-APR-2005	Zodiac Pool Systems, Inc.	Registered
CLEARVISION	United States	1999407 10-SEP-1996	74678589 22-MAY-1995	Zodiac Pool Systems, Inc.	Registered
CLORMATIC	United States	1732013 10-NOV-1992	74038673 15-MAR-1990	Zodiac Pool Systems, Inc.	Registered
CLUB P	United States	3649463 07-JUL-2009	77431179 25-MAR-2008	Zodiac Pool Systems, Inc.	Registered
COVER POOLS	United States	3682566 15-SEP-2009	77660404 30-JAN-2009	Cover-Pools Incorporated	Registered
COVER POOLS	United States	2032336 21-JAN-1997	75075828 20-MAR-1996	Cover-Pools Incorporated	Registered
COVER-POOLS	United States	1117724 08-MAY-1979	73168912 03-MAY-1978	Cover-Pools Incorporated	Registered
CSI	United States	1324329 12-MAR-1985	73464073 06-FEB-1984	Zodiac Pool Systems, Inc.	Registered
CUSTOM FALL	United States	2455888 29-MAY-2001	75576942 26-OCT-1998	Zodiac Pool Systems, Inc.	Registered
CYCLONIC LEAF CATCHER	United States	4530049 13-MAY-2014	85532679 02-FEB-2012	Zodiac Pool Systems, Inc.	Registered
DESIGN ONLY	United States	4930043 05-APR-2016	86240954 03-APR-2014	Zodiac Pool Systems, Inc.	Registered

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
<i>DESIGN ONLY</i>	United States	2980200 26-JUL-2005	78227905 20-MAR-2003	Zodiac Pool Systems, Inc.	Registered
<i>DESIGN ONLY</i>	United States	2939612 12-APR-2005	78200627 07-JAN-2003	Zodiac Pool Systems, Inc.	Registered
<i>DESIGN ONLY</i>	United States	2860058 06-JUL-2004	78200724 07-JAN-2003	Zodiac Pool Systems, Inc.	Registered
<i>DESIGN ONLY</i>	United States	3125587 08-AUG-2006	78200748 07-JAN-2003	Zodiac Pool Systems, Inc.	Registered
<i>DESIGN ONLY</i>	United States	2141759 10-MAR-1998	75023710 22-NOV-1995	Zodiac Pool Systems, Inc.	Registered
<i>DESIGN ONLY</i>	United States	1725031 20-OCT-1992	74167858 20-MAY-1991	Zodiac Pool Systems, Inc.	Registered
DUST&VAC	United States	2148130 31-MAR-1998	75044520 18-DEC-1995	Zodiac Pool Systems, Inc.	Registered
EI	United States	3845632 07-SEP-2010	77348966 11-DEC-2007	Zodiac Pool Systems, Inc.	Registered
ENVIRONPOOL	United States	1995880 20-AUG-1996	74482204 25-JAN-1994	Zodiac Pool Systems, Inc.	Registered
FIBERFALL	United States	2327313 07-MAR-2000	75479220 04-MAY-1998	Zodiac Pool Systems, Inc.	Registered
HALCYON	United States	2974326 19-JUL-2005	78344138 22-DEC-2003	Zodiac Pool Systems, Inc.	Registered
HI-E2	United States	2190776 22-SEP-1998	75329424 23-JUL-1997	Zodiac Pool Systems, Inc.	Registered
IAQUALINK	United States	N/A	86757711 15-SEP-2015	Cover-Pools Incorporated	Pending - ITU
JANDY	United States	3708329 10-NOV-2009	77715332 16-APR-2009	Zodiac Pool Systems, Inc.	Registered
JANDY	United States	1410155 23-SEP-1986	73567504 08-NOV-1985	Zodiac Pool Systems, Inc.	Registered
JANDY VALVE	United States	3971979 31-MAY-2011	85100523 04-AUG-2010	Zodiac Pool Systems, Inc.	Registered
LEAF CATCHER	United States	2113115 11-NOV-1997	74729214 13-SEP-1995	Zodiac Pool Systems, Inc.	Registered
LEAF-MASTER	United States	0861334 03-DEC-1968	72266082 06-MAR-1967	Zodiac Pool Systems, Inc.	Registered
LEVOLOR	United States	2272982 24-AUG-1999	75380497 28-OCT-1997	Zodiac Pool Systems, Inc.	Registered
MAX TRAX	United States	2644662 29-OCT-2002	78081408 28-AUG-2001	Zodiac Pool Systems, Inc.	Registered

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
MINIJET	United States	2975584 26-JUL-2005	78186548 19-NOV-2002	Zodiac Pool Systems, Inc.	Registered
NATURE2	United States	2504567 06-NOV-2001	76206191 07-FEB-2001	Zodiac Pool Systems, Inc.	Registered
NATURE2	United States	1953223 30-JAN-1996	74642644 06-MAR-1995	Zodiac Pool Systems, Inc.	Registered
NEVER LUBE	United States	1710068 25-AUG-1992	74211034 10-OCT-1991	Zodiac Pool Systems, Inc.	Registered
OASIS	United States	2472751 31-JUL-2001	75678406 09-APR-1999	Zodiac Pool Systems, Inc.	Registered
POLARIS	United States	3337636 20-NOV-2007	76623130 03-DEC-2004	Zodiac Pool Systems, Inc.	Registered
POLARIS DLIGHT	United States	3213915 27-FEB-2007	78474129 26-AUG-2004	Zodiac Pool Systems, Inc.	Registered
POLARIS VAC-SWEEP	United States	1061118 15-MAR-1977	73031067 03-SEP-1974	Zodiac Pool Systems, Inc.	Registered
POLARISAUTOCLEAR	United States	3088540 02-MAY-2006	78419734 17-MAY-2004	Zodiac Pool Systems, Inc.	Registered
POLARISAUTOCLEARPLUS	United States	3096549 23-MAY-2006	78419728 17-MAY-2004	Zodiac Pool Systems, Inc.	Registered
POLARISQTBLOWER	United States	2962428 14-JUN-2005	78364926 09-FEB-2004	Zodiac Pool Systems, Inc.	Registered
POSITRAX	United States	2760374 02-SEP-2003	78127213 08-MAY-2002	Zodiac Pool Systems, Inc.	Registered
POWER FALL	United States	2441374 03-APR-2001	75564075 02-OCT-1998	Zodiac Pool Systems, Inc.	Registered
PROEDGE	United States	3901397 04-JAN-2011	77758799 12-JUN-2009	Zodiac Pool Systems, Inc.	Registered
PUSHINGO	United States	4778069 21-JUL-2015	86148165 19-DEC-2013	Zodiac Pool Systems, Inc.	Registered
RAINFALL	United States	2402638 07-NOV-2000	75572139 16-OCT-1998	Zodiac Pool Systems, Inc.	Registered
RANGER	United States	2118352 02-DEC-1997	75037952 27-DEC-1995	Zodiac Pool Systems, Inc.	Registered
SAVE-T	United States	1117723 08-MAY-1979	73168856 03-MAY-1978	Cover-Pools Incorporated	Registered
SAVI	United States	3113793 11-JUL-2006	78498198 12-OCT-2004	Zodiac Pool Systems, Inc.	Registered
SHEER DESCENT	United States	2071682 17-JUN-1997	75120334 17-JUN-1996	Zodiac Pool Systems, Inc.	Registered

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
SIDE GLOW	United States	2136521 17-FEB-1998	74735824 29-SEP-1995	Zodiac Pool Systems, Inc.	Registered
SPALINK	United States	2214981 29-DEC-1998	75097000 01-MAY-1996	Zodiac Pool Systems, Inc.	Registered
SPAWAND	United States	1347263 09-JUL-1985	73513433 13-DEC-1984	Zodiac Pool Systems, Inc.	Registered
STEP-SAVER	United States	1491180 07-JUN-1988	73667574 22-JUN-1987	Cover-Pools Incorporated	Registered
T3	United States	4411445 01-OCT-2013	85261531 08-MAR-2011	Zodiac Pool Systems, Inc.	Registered
T5 DUO	United States	3952058 26-APR-2011	77929385 05-FEB-2010	Zodiac Pool Systems, Inc.	Registered
TAILSWEEP PRO	United States	4309863 26-MAR-2013	85418119 08-SEP-2011	Zodiac Pool Systems, Inc.	Registered
TANKTRAX	United States	2841710 11-MAY-2004	78168434 26-SEP-2002	Zodiac Pool Systems, Inc.	Registered
TEL-E-LINK	United States	1907118 25-JUL-1995	74419467 29-JUL-1993	Zodiac Pool Systems, Inc.	Registered
TRUCLEAR	United States	4973831 07-JUN-2016	86374038 21-AUG-2014	Zodiac Pool Systems, Inc.	Registered
TURBO TURTLE	United States	2586125 25-JUN-2002	75940790 09-MAR-2000	Zodiac Pool Systems, Inc.	Registered
ULTRAFLEX	United States	2492640 25-SEP-2001	76169560 22-NOV-2000	Zodiac Pool Systems, Inc.	Registered
UWF	United States	2879169 31-AUG-2004	78194100 12-DEC-2002	Zodiac Pool Systems, Inc.	Registered
VERSA PLUMB	United States	3613249 28-APR-2009	77307684 18-OCT-2007	Zodiac Pool Systems, Inc.	Registered
VISION	United States	1788054 17-AUG-1993	74349405 19-JAN-1993	Zodiac Pool Systems, Inc.	Registered
WATERDESIGNS	United States	2726079 10-JUN-2003	76331377 30-OCT-2001	Zodiac Pool Systems, Inc.	Registered
WATERMATIC	United States	2607500 13-AUG-2002	76331378 30-OCT-2001	Zodiac Pool Systems, Inc.	Registered
WATERSTARS	United States	2828621 30-MAR-2004	78186986 20-NOV-2002	Zodiac Pool Systems, Inc.	Registered
WIDE TRAX	United States	2944871 26-APR-2005	78195722 18-DEC-2002	Zodiac Pool Systems, Inc.	Registered
WIDE TRAX	United States	2754509 19-AUG-2003	78127210 08-MAY-2002	Zodiac Pool Systems, Inc.	Registered

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
X7 QUATTRO	United States	3602914 07-APR-2009	76661478 12-JUN-2006	Zodiac Pool Systems, Inc.	Registered
YOU CAN STAND ON OUR REPUTATION	United States	2090706 26-AUG-1997	75075727 20-MAR-1996	Cover-Pools Incorporated	Registered
YOUR POOL. OUR REPUTATION.	United States	2749783 12-AUG-2003	76410238 21-MAY-2002	Zodiac Pool Systems, Inc.	Registered
ZOOM	United States	3096024 23-MAY-2006	76528110 07-JUL-2003	Zodiac Pool Systems, Inc.	Registered

Schedule C

Title	Reg. No. / Date	Owner	Status
AMERICA STILL : EPISODE NO. 8B05.	PAu000081622 1978-12-22	Cover Pools, Inc.	Registered
COVER-POOLS THE COLLECTION.	VA0001105258 2001-05-18	Cover-Pools, Inc.	Registered
COVER-POOLS : THE COLLECTION : THE WORLD'S FINEST POOL COVERS.	TX0005013657 1999-07-27	Cover Pools, Inc.	Registered
THE WORLD'S FINEST POOL COVERS 1998.	VA0001089441 2001-05-18	Cover-Pools, Inc.	Registered
THE WORLD'S FINEST POOL COVERS 1999.	VA0001089442 2001-05-18	Cover-Pools, Inc.	Registered
THE WORLD'S FINEST POOL COVERS 2000.	VA0001089443 2001-05-18	Cover-Pools, Inc.	Registered
THE WORLD'S FINEST POOL COVERS 2001.	VA0001089444 2001-05-18	Cover-Pools, Inc.	Registered

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RECORDED: 01/13/2017

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