

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6415525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH	11/23/2020

RECEIVING PARTY DATA

Name:	AQUATIC CO.
Street Address:	435 INDUSTRIAL ROAD
City:	SAVANNAH
State/Country:	TENNESSEE
Postal Code:	38372
Name:	BOOTZ MANUFACTURING COMPANY, LLC
Street Address:	435 INDUSTRIAL RD
City:	SAVANNAH
State/Country:	TENNESSEE
Postal Code:	38372
Name:	THE PRAXIS COMPANIES, LLC
Street Address:	435 INDUSTRIAL RD
City:	SAVANNAH
State/Country:	TENNESSEE
Postal Code:	38372
Name:	CLARION BATHWARE, INC.
Street Address:	435 INDUSTRIAL RD
City:	SAVANNAH
State/Country:	TENNESSEE
Postal Code:	38372
Name:	MAAX SPAS INDUSTRIES CORP.
Street Address:	25605 SOUTH ARIZONA AVE
City:	CHANDLER
State/Country:	ARIZONA
Postal Code:	85248
Name:	MAAX US CORP.
Street Address:	7767 ELM CREEK BLVD., SUITE 310

PATENT

City:	MAPLE GROVE
State/Country:	MINNESOTA
Postal Code:	55369
Name:	FLORESTONE, LLC
Street Address:	435 INDUSTRIAL RD
City:	SAVANNAH
State/Country:	TENNESSEE
Postal Code:	38372
Name:	SWAN SURFACES, LLC
Street Address:	515 OLIVE ST, SUITE 900
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63101

PROPERTY NUMBERS Total: 45

Property Type	Number
Patent Number:	8230534
Patent Number:	D610657
Patent Number:	D611578
Patent Number:	D610658
Patent Number:	9254066
Patent Number:	D615175
Patent Number:	9248075
Patent Number:	8185980
Patent Number:	8141181
Patent Number:	7490371
Patent Number:	6094757
Patent Number:	7278175
Patent Number:	D731630
Patent Number:	D750764
Patent Number:	7007315
Patent Number:	6625825
Patent Number:	8671472
Patent Number:	D735347
Patent Number:	6878266
Patent Number:	6685843
Patent Number:	7127751
Patent Number:	D571441
Patent Number:	D524926

Property Type	Number
Patent Number:	D527083
Patent Number:	D527082
Patent Number:	D587792
Patent Number:	D523124
Patent Number:	D526054
Patent Number:	D605743
Patent Number:	D544585
Patent Number:	D581500
Patent Number:	D483444
Patent Number:	D540926
Patent Number:	D595816
Patent Number:	D506814
Patent Number:	D508282
Patent Number:	D552223
Patent Number:	D552721
Patent Number:	D554239
Patent Number:	D557388
Patent Number:	D746419
Patent Number:	D746420
Application Number:	11787159
Application Number:	13480519
Application Number:	14062575

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

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Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

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Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1292651 PAT 1L
NAME OF SUBMITTER:	ADAM SIEGEL
SIGNATURE:	/Adam Siegel/
DATE SIGNED:	11/23/2020

Total Attachments: 9
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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of November 23, 2020 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Secured Parties (the “Agent”), in favor of Acquatic Co., Bootz Manufacturing Company, LLC, The Praxis Companies, LLC, Clarion Bathware, Inc., MAAX Spas Industries Corp., MAAX US Corp., Florestone, LLC and Swan Surfaces, LLC (collectively, the “Grantors”).

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of September 30, 2016 (the “Security Agreement”), made by the Grantors from time to time party thereto in favor of the Agent, each Grantor granted to the Agent a security interest in all of such Grantor’s right, title and interest in and to (1) the Patent Collateral and (2) (A) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Security Agreement) and misappropriations of any of the Patent Collateral, and (B) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the Patent Collateral (clauses (1) and (2) together, the “Released Patent Collateral”);

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a First Lien Intellectual Property Security Agreement, dated as of September 30, 2016 and recorded with the United States Patent and Trademark Office (the “USPTO”) on October 3, 2016 at Reel/Frame 040207/0915, the First Lien Intellectual Property Security Agreement, dated as of January 23, 2017 and recorded with the USPTO on January 25, 2017 at Reel/Frame 041073/0187, the First Lien Intellectual Property Security Agreement, dated as of January 27, 2017 and recorded with the USPTO on January 30, 2017 at Reel/Frame 041123/0029, the First Lien Intellectual Property Security Agreement, dated as of September 4, 2020 and recorded with the USPTO on September 4, 2020 at Reel/Frame 053705/0966 and the First Lien Intellectual Property Security Agreement, dated as of May 25, 2017 and recorded with the USPTO on May 26, 2017 at Reel/Frame 042513/0862 (collectively, the “Patent Security Agreements”); and

WHEREAS, the Agent now desires to release its security interest in the Released Patent Collateral, including, without limitation, the Patents and Patent Licenses listed on Schedule I hereto.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates, and cancels all of its security interest in all right, title or interest in and to the Released Patent Collateral, including but not limited to the Patents and Patent Licenses set forth in Schedule I attached hereto, arising under the Security Agreement and/or the Patent Security Agreements. If and to the extent that the Agent has acquired any right, title, or

interest in and to the Released Patent Collateral under the Patent Security Agreements or the Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys, and re-assigns such right, title or interest to the Grantors. The Agent hereby authorizes and requests that the USPTO note and record this Release and any other filings necessary to evidence the release, discharge, termination, and cancellation of the Agent's rights under the Security Agreement and/or Trademark Security Agreements with respect to the Released Patent Collateral.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Patent Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, to more fully and effectively effectuate the purposes of this Release (including to effect the release of the security interest in the Released Patent Collateral contemplated hereby).

5. Counterparts. This Release may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. The Grantors acknowledge that this Release is and shall be effective upon execution and delivery by the parties hereto. Delivery of an executed signature page to this Release by facsimile or other electronic transmission complying with the U.S. Federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and to be valid and effective for all purposes to the fullest extent permitted by applicable law. Each party to this Release hereto represents and warrants to the other parties hereto that it has the corporate or equivalent capacity and authority to execute this Release through electronic means and there are no restrictions for doing so in such party's constitutive documents.

6. 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 Release 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.


7. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with and governed exclusively by the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representatives as of the Effective Date:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Administrative Agent

By: 
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: 
Name: Andrew Griffin
Title: Authorized Signatory

[Signature page to Release of Security Interests in Patents]

GRANTORS:

AQUATIC CO.

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

**BOOTZ MANUFACTURING COMPANY,
LLC**

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

THE PRAXIS COMPANIES, LLC

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

CLARION BATHWARE, INC.

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

MAAX SPAS INDUSTRIES CORP.

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

[Signature page to Release of Security Interests in Patents]

MAAX US CORP.

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

FLORESTONE, LLC

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

SWAN SURFACES, LLC

By: BTKL
Name: Brent Korb
Title: Chief Financial Officer

[Signature page to Release of Security Interests in Patents]

SCHEDULE I

PATENTS

Reel/Frame 040207/0915:

Registered Owner	Title	Registration or Application Number	Expiration Date (if applicable)
Aquatic Co.	Accessible Bathtub	Appl. No. 12/432,543 Patent No. 8,230,534	Expires 4/29/2029 (+472 days) Maint. fee due by 2/1/2020
Aquatic Co.	Accessible Bathtub	Appl. No. 29/336,219 Patent No. D610,657	Expires 2/23/2024
Aquatic Co.	Accessible Bathtub	Appl. No. 29/336,220 Patent No. D611,578	Expires 3/9/2024
Aquatic Co.	Accessible Bathtub	Appl. No. 29/336,223 Patent No. D610,658	Expires 2/23/2024
Aquatic Co.	Accessible Bathtub	Appl. No. 13/446,590 Patent No. 9,254,066	Expires 4/29/2029 (+854 days) Div. of Pat. No. 8,230,534 Maint. fee due by 8/10/2019
Aquatic Co.	Accessible Bathtub	Appl. No. 29/336,221 Patent No. D615,175	Expires 5/4/2024
Aquatic Co.	Laminar Jet and Hydrotherapy Bath System	Appl. No. 11/788,083 Patent No. 9,248,075	Expires 4/19/2027 (+2728 days) Maint. fee due by 8/3/2019
Aquatic Co.	Tub Skirt Panel System	Appl. No. 11/933,879 Patent No. 8,185,980	Expires 11/1/2027 (+1231 days) Maint. fee due by 11/30/2019
Aquatic Co.	Multi-Piece Shower Wall System and Method of Installation	Appl. No. 11/787,159 Publ. No. 20080250558	Non-final office action response due 8/26/2016
Aquatic Co.	Neck Jet Pillow for Whirlpool Tub	Appl. No. 11/950,163 Patent No. 8,141,181	Expires 12/4/2027 (+1135 days) Maint. fee due by 9/28/2019
Aquatic Co.	Shower Receptor	Appl. No. 10/910,733 Patent No. 7,490,371	Expires 8/3/2024 (+485 days)

			Maint. fee due by 8/18/2016
Aquatic Co.	Accessible Bathtub	Appl. No. 09/280,336 Patent No. 6,094,757	Expires 3/29/2019
Aquatic Co.	Accessible Bathtub	Appl. No. 10/707,876 Patent No. 7,278,175	Expires 1/20/2024 (+101 days) Maint. fee due by 4/10/2019
Bootz Manufacturing Company, LLC	Shower Pan	Appl. No. 29/487,403 Patent No. D731,630	Expires 6/9/2030
Bootz Manufacturing Company, LLC	Shower Pan	Appl. No. 29/529,374 Patent No. D750,764	
The Praxis Companies, LLC	Self-Sustaining Base	Appl. No. 10/447,901 Patent No. 7,007,315	Expires 5/29/2023 Maint. fee due by 9/8/2017
Clarion Bathware, Inc.	Convertible Shower	Appl. No. 09/678,970 Patent No. 6,625,825	Expires 10/4/2020 (+42 days)
Clarion Bathware, Inc.	Air Control and Aromatherapy Module	Appl. No. 12/469,275 Patent No. 8,671,472	
Clarion Bathware, Inc.	Shower Enclosure	Appl. No. 13/480,519 Publ. No. 20120297533	Final Rejection response due 10/13/2016

Reel/Frame 041073/0187:

Registered Owner	Title	Registration or Application Number	Expiration Date (if applicable)
MAAX Spas Industries Corp.	Spa Ledge with Spill Sill	Appl. No. 29/435,499 Patent No. D735,347	Expires 7/28/2029
MAAX Spas Industries Corp.	Spa and Pool Filter	Appl. No. 10/448,876 Patent No. 6,878,266	Expires 11/21/2021 Maint. fee due by 4/12/2017 (with late charge)
MAAX Spas Industries Corp.	Spa Ledge With Spill Sill	Appl. No. 14/062,575 (pending)	
MAAX Spas Industries Corp.	Internal Spa Filter	Appl. No. 09/990,616 Patent No. 6,685,843	Expires 11/21/2021

Reel/Frame 041123/0029:

Registered Owner	Title	Registration or Application Number	Expiration Date (if applicable)
MAAX US Corp.	Method for Mounting a Recessed Micro Jet in a Whirlpool Bath and a Kit Therefor	Appl. No. 10/700,595 Patent No. 7,127,751	Expires 11/5/2023 Maint. fee due by 5/1/2018
MAAX US Corp.	Shower	Appl. No. 29/285,561 Patent No. D571,441	Expires 6/17/2022
MAAX US Corp.	Bathtub	Appl. No. 29/220,151 Patent No. D524,926	Expires 7/11/2020
MAAX US Corp.	Bathtub	Appl. No. 29/223,912 Patent No. D527,083	Expires 8/22/2020
MAAX US Corp.	Bathtub	Appl. No. 29/223,911 Patent No. D527,082	Expires 8/22/2020
MAAX US Corp.	Bathtub	Appl. No. 29/302,386 Patent No. D587,792	Expires 3/3/2023
MAAX US Corp.	Shower	Appl. No. 29/220,130 Patent No. D523,124	Expires 6/13/2020
MAAX US Corp.	Bathtub	Appl. No. 29/223,910 Patent No. D526,054	Expires 8/1/2020
MAAX US Corp.	Bathtub	Appl. No. 29/321,408 Patent No. D605,743	Expires 12/8/2023
MAAX US Corp.	Shower	Appl. No. 29/220,150 Patent No. D544,585	Expires 6/12/2021
MAAX US Corp.	Bathtub	Appl. No. 29/302,387 Patent No. D581,500	Expires 11/25/2022
MAAX US Corp.	Bathtub	Appl. No. 29/164,882 Patent No. D483,444	Expires 12/9/2017

Reel/Frame 053705/0966:

Registered Owner	Title	Serial No.	Patent No.	Issuance Date
Florestone, LLC	Shower Receptor	29/264,890	D540,926	3/28/2007
Florestone, LLC	Bathtub	29/307,415	D595,816	6/17/2009

Reel/Frame 042513/0862:

Registered Owner	Title	Registration or Application Number	Expiration Date (if applicable)
Swan Surfaces, LLC	LAVATORY BOWL	D506,814	6/28/2019
Swan Surfaces, LLC	DECORATIVE BOWL	D508,282	8/19/2019
Swan Surfaces, LLC	DOUBLE BOWL SINK WITH LOW PARTITION	D552,223	10/04/2021
Swan Surfaces, LLC	BILEVEL SUMP SINK	D552,721	10/12/2021
Swan Surfaces, LLC	DOUBLE BOWL SINK	D554,239	11/01/2021
Swan Surfaces, LLC	SINGLE BOWL SINK	D557,388	12/13/2021
Swan Surfaces, LLC	SINK WITH ARCED BOWL BACK WALLS	D746,419	12/29/2029
Swan Surfaces, LLC	SINK WITH DIFFERENT SIZE BOWLS	D746,420	12/29/2029

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