

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7190140

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
LATHAM POOL PRODUCTS, INC.		02/23/2022
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BARCLAYS BANK PLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	745 SEVENTH AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10019	
<b>PROPERTY NUMBERS Total: 28</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6928671	
Patent Number:	6991700	
Patent Number:	7150129	
Patent Number:	8112951	
Patent Number:	9388592	
Patent Number:	9499996	
Patent Number:	9644707	
Patent Number:	D653770	
Patent Number:	D653771	
Patent Number:	D923825	
Patent Number:	D924445	
Patent Number:	D924446	
Application Number:	17065059	
Application Number:	16925316	
Application Number:	17139822	
Application Number:	17139797	
Application Number:	17186616	
Application Number:	29724134	
Application Number:	29724112	
Application Number:	29724136	

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Property Type	Number
Application Number:	29724116
Application Number:	29724120
Application Number:	29724129
Application Number:	29724130
Application Number:	29724132
Application Number:	29804026
Application Number:	63249438
Application Number:	17566592

#### CORRESPONDENCE DATA

**Fax Number:** (212)751-4864

*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:** 2129061216

**Email:** angela.amaru@lw.com

**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU

**Address Line 1:** 1271 AVENUE OF THE AMERICAS

**Address Line 4:** NEW YORK, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 039269-0756

**NAME OF SUBMITTER:** ANGELA M. AMARU

**SIGNATURE:** /s/ Angela M. Amaru

**DATE SIGNED:** 02/23/2022

#### Total Attachments: 8

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 23, 2022 (this “Agreement”), by and among the Persons listed on the signature pages hereof (the “Grantors” and each a “Grantor”) and BARCLAYS BANK PLC (“Barclays”) as collateral agent for the Secured Parties (as defined below) (in such capacity, together with its successors and permitted assigns, “Collateral Agent”)

Reference is made to (a) that certain Credit and Guaranty Agreement dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Latham Pool Products, Inc., a Delaware corporation (the “Borrower”), Latham International Manufacturing Corp., a Delaware corporation (“Holdings”), each Subsidiary Guarantor from time to time party thereto, the lenders from time to time party thereto (collectively, the “Lenders” and each a “Lender”) and Barclays, as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”), and (b) that certain Security Agreement dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, each Subsidiary Guarantor from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is a Grantor (as defined in the Security Agreement) under the Security Agreement and a Loan Party under the Credit Agreement. Pursuant to the terms of Security Agreement, each Grantor granted a Security Interest (as defined below) to the Collateral Agent in the Patent Collateral (as defined below) and is required to execute and deliver this Agreement (i) to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit and (ii) to secure the Secured Obligations. Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in the United States Patents listed on Schedule I attached hereto (the “Patent Collateral”). This Agreement is not to be construed as an assignment of any Patent.

SECTION 3. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement.

SECTION 5. Authorization. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts; Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents and any supplements) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LATHAM POOL PRODUCTS, INC., as Grantor

By

  
Name: Scott M. Rajeski  
Title: Chief Executive Officer and  
President

GL INTERNATIONAL, LLC, as Grantor

By

  
Name: Scott M. Rajeski  
Title: Chief Executive Officer and  
President

TROJAN LEISURE PRODUCTS, LLC, as Grantor

By

  
Name: Scott M. Rajeski  
Title: President

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as the Collateral Agent

By:   
Name: Craig J. Malloy  
Title: Director

Signature Page to Patent Security Agreement

## Schedule I

## PATENTS AND PATENT APPLICATIONS

REGISTRATION DATE	TITLE	REGISTRATION NUMBER	APPLICATION/ PUBLICATION DATE	OWNER
8/16/2005	Tie down assembly for pool covers and pool cover incorporating same	6928671	8/6/2003	LATHAM POOL PRODUCTS, INC.
1/31/2006	Heat sealed webbing method and apparatus for pool covers	6991700	11/26/2002	LATHAM POOL PRODUCTS, INC.
12/19/2006	Modular step system for pools	7150129	11/18/2005	LATHAM POOL PRODUCTS, INC.
2/14/2012	Permanent form assembly and method for swimming pool user support structures	8112951	10/6/2009	LATHAM POOL PRODUCTS, INC.
7/12/2016	Methods of underwater seaming	9388592	3/31/2014	LATHAM POOL PRODUCTS, INC.
11/22/2016	Water removal from flexible cover	9499996	6/27/2014	LATHAM POOL PRODUCTS, INC.
5/9/2017	Universal gear assembly for automatic pool covers	9644707	11/12/2014	LATHAM POOL PRODUCTS, INC.
2/7/2012	Coping system	D653770	1/3/2011	LATHAM POOL PRODUCTS, INC.
2/7/2012	Coping and clip system	D653771	1/3/2011	LATHAM POOL PRODUCTS, INC.
Published (17/065059)	Pool cover assembly and systems	Pending	10/7/2020	Latham Pool Products, Inc.
Published (16/925316)	Customized and assembled pool	Pending	7/9/2020	Latham Pool Products, Inc.
6/29/2021	Surface portion of a pool or spa	D923825	2/12/2020	Latham Pool Products, Inc.
Published (17/139822)	Visualizer for swimming pools		12/31/2020	Latham Pool Products, Inc.
Published (17/139797)	Augmented reality visualizer for swimming pools		12/31/2020	Latham Pool Products, Inc.
7/6/2021	Surface portion of a pool or spa	D924445	2/12/2020	Latham Pool Products, Inc.

<b>REGISTRATION DATE</b>	<b>TITLE</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION/ PUBLICATION DATE</b>	<b>OWNER</b>
7/6/2021	Surface portion of a pool or spa	D924446	2/12/2020	Latham Pool Products, Inc.
Published (17/186616)	Augmented reality visualizer and measurement system for swimming pool components	Pending	2/26/2021	Latham Pool Products, Inc.
Pending (29/724,134)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
Pending (29/724,112)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
Pending (29/724,136)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
Pending (29/724,116)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
Pending (29/724,120)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
Pending (29/724,129)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
Pending (29/724,130)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
Pending (29/724,132)	A surface portion of a pool or spa	Pending	2/12/2020	Latham Pool Products, Inc.
5/12/2015	Pool spring cover	9,027,174	5/6/2011	GL INTERNATIONAL, LLC
Pending (29/804,026)	A pool	Pending	8/17/2021	Latham Pool Products, Inc.
Pending (63/249,438)	Pool shell and methods of manufacture	Pending	9/28/2021	Latham Pool Products, Inc.
Pending (17/566,592)	Pool cover hinged sliding assembly	Pending	12/30/2021	Latham Pool Products, Inc.
7/9/2019	Concave swimming pool panel	10,344,490	2/23/2015	Trojan Leisure Products, LLC
12/7/2021	Design for Curved Coping	D938,067	8/21/2020	Trojan Leisure Products, LLC

REGISTRATION DATE	TITLE	REGISTRATION NUMBER	APPLICATION/ PUBLICATION DATE	OWNER
Pending (29/745,676)	Design for Return Fitting Ring	Pending	8/7/2020	Trojan Leisure Products, LLC
Pending (29/754,092)	Design for Skimmer Plate	Pending	10/6/2020	Trojan Leisure Products, LLC
9/15/2020	Freeform pool	10,774,554	5/24/2019	Trojan Leisure Products, LLC
Pending (16/881,576)	Freeform pool panel	Pending	5/22/2020	Trojan Leisure Products, LLC
12/25/2018	Methods for changing a coping of a swimming pool	10,161,152	6/19/2018	Trojan Leisure Products, LLC
11/27/2018	Methods of installing a pool skimmer assembly	10,138,645	1/22/2018	Trojan Leisure Products, LLC
9/10/2019	Methods of installing a pool stair assembly	10,407,929	2/26/2019	Trojan Leisure Products, LLC
1/14/2020	Pool coping member	D872,885	6/5/2018	Trojan Leisure Products, LLC
1/14/2020	Pool coping member	D872,886	6/5/2018	Trojan Leisure Products, LLC
7/13/2021	Pool panel junction	11,060,309	11/27/2018	Trojan Leisure Products, LLC
6/29/2021	Pool skimmer adapter plate	D923,892	9/4/2018	Trojan Leisure Products, LLC

REGISTRATION DATE	TITLE	REGISTRATION NUMBER	APPLICATION/ PUBLICATION DATE	OWNER
1/1/2019	Pool skimmer adapter plate	D837,471	8/18/2016	Trojan Leisure Products, LLC
12/29/2020	Pool skimmer mounting arrangements and installation kits having a wall insert	10,876,314	8/27/2019	Trojan Leisure Products, LLC
2/13/2018	Pool skimmer mounting arrangements and methods for installing a pool skimmer	9,890,547	3/9/2015	Trojan Leisure Products, LLC
11/12/2019	Pool skimmer mounting arrangements for insulated pool panels	10,472,840	2/7/2018	Trojan Leisure Products, LLC
10/2/2018	Pool skimmer mounting wall insert	D830,012	8/18/2016	Trojan Leisure Products, LLC
3/26/2019	Pool stair assemblies and methods of installing a pool stair assembly	10,240,359	9/3/2015	Trojan Leisure Products, LLC
5/19/2020	Pool stair assemblies and methods of installing a pool stair assembly	10,655,351	9/5/2019	Trojan Leisure Products, LLC
1/1/2019	Pool, method of fabricating a pool, and a pool panel junction	10167646	5/31/2016	Trojan Leisure Products, LLC
12/24/2019	Swimming pool coping arrangements	10,513,863	11/13/2018	Trojan Leisure Products, LLC
9/29/2020	Swimming pool coping arrangements	10,787,830	12/20/2019	Trojan Leisure Products, LLC
6/26/2018	Swimming pool coping arrangements and mounting methods	10,006,215	11/18/2016	Trojan Leisure Products, LLC
Pending (17/025,469)	Swimming pool coping arrangements and mounting methods	Pending	09/18/2020	Trojan Leisure Products, LLC
6/8/2021	Swimming pool peripheral recess cover fastener	11,028,607	5/23/2019	Trojan Leisure Products, LLC
5/28/2019	Swimming pool stair covers and methods of covering swimming pool stairs	10,301,835	1/13/2017	Trojan Leisure Products, LLC
Pending (16/809,807)	Utility for return fitting ring	Pending	3/5/2020	Trojan Leisure Products, LLC
2/15/2022	Pool coping member	D943,774	5/31/2016	Trojan Leisure Products, LLC