

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8186452

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL PATENT SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HAYWARD INDUSTRIES, INC.	08/02/2023
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	GATEWAY VILLAGE-900 BUILDING, NC1-026-06-09 (MACLEGAL) 900 W TRADE ST.
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	11649899
Patent Number:	11649650
Patent Number:	11632835
Patent Number:	11619377
Application Number:	63468927
Application Number:	63467780
Application Number:	18196970
Application Number:	18134998
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Phone:	8004945225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	STEWART WALSH
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	2128157 PAT F
NAME OF SUBMITTER:	THERESA VOLANO

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	09/25/2023
Total Attachments: 6 source=F - Hayward - ABL Patent SA (August 2023) - Filing#page2.tif source=F - Hayward - ABL Patent SA (August 2023) - Filing#page3.tif source=F - Hayward - ABL Patent SA (August 2023) - Filing#page4.tif source=F - Hayward - ABL Patent SA (August 2023) - Filing#page5.tif source=F - Hayward - ABL Patent SA (August 2023) - Filing#page6.tif source=F - Hayward - ABL Patent SA (August 2023) - Filing#page7.tif	

ABL PATENT SECURITY AGREEMENT SUPPLEMENT

ABL PATENT SECURITY AGREEMENT SUPPLEMENT dated as of August 2, 2023 (this “Patent Security Agreement Supplement”), by and between Hayward Industries, Inc., a New Jersey corporation (the “Grantor”) and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of August 4, 2017 (as amended and restated as of June 1, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), by and among Hayward Industries, Inc., a New Jersey corporation (the “US Borrower”), Hayward Pool Products Canada, Inc. / Produits De Piscines Hayward Canada, Inc., a Canadian federal corporation (the “Canadian Borrower”), Hayward Ibérica, S.L.U., a Spanish private limited liability corporation (*Sociedad Limitada Unipersonal*) (the “Spanish Borrower” and, together with the US Borrower and the Canadian Borrower, the “Borrowers”), Hayward Intermediate, Inc., a Delaware corporation (“Holdings”), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain Amended and Restated US ABL Pledge and Security Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the US Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain ABL Patent Security Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Patent Security Agreement”) by and between the Grantor party thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the ABL Credit Agreement) have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein shall have the respective meanings assigned to such terms in the ABL Credit Agreement or the Security Agreement, as applicable.

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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “Additional Patent Collateral”):

(a) any and all patents and patent applications (including but not limited to the patents and patent applications listed on Schedule I hereto); (b) all inventions described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e)

all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

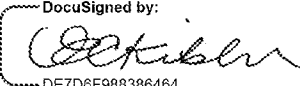
SECTION 4. *Governing Law.* This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Patent Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[*Signature Pages Follow*]

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

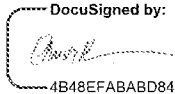
HAYWARD INDUSTRIES, INC.

DocuSigned by:

DE7D6F988386464...

By: _____
Name: Elisabeth Kibler
Title: Vice President, Treasury

Aug 1, 2023 | 17:19 EDT

BANK OF AMERICA, N.A.
as Administrative Agent

By:  4B48EFABABD845C...
Name: Christy Bowen
Title: Senior Vice President

Aug 3, 2023 | 12:26 PDT

[Signature Page to ABL Patent Security Agreement Supplement]

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PATENT
REEL: 065022 FRAME: 0380

SCHEDULE I**PATENTS**

OWNER	JURISDICTION	PATENT NO.	ISSUE DATE	DESCRIPTION
Hayward Industries, Inc.	United States	11,649,899	05/16/2023	Ball Valve
Hayward Industries, Inc.	United States	11,649,650	05/16/2023	Compact Universal Gas POC Heater And Associated Methods
Hayward Industries, Inc.	United States	11,632,835	04/18/2023	Lighting System for an Environment and a Control Module for Use Therein
Hayward Industries, Inc.	United States	11,619,377	04/04/2023	Light With Expanding Compression Member

PATENT APPLICATIONS

OWNER	JURISDICTION	APPLICATION NO.	FILING DATE	DESCRIPTION
Hayward Industries, Inc.	United States	63/468,927	05/25/2023	Systems and Methods for Passive and Active Hybrid Defrost Control for Pool/Spa Heat Pumps
Hayward Industries, Inc.	United States	63/467,780	05/19/2023	Swimming Pool or Spa Heat Pump With Refrigerant Charge Compensator and Method of Operating Same
Hayward Industries, Inc.	United States	18/196,970	05/12/2023	System and Method for Dynamic Device Discovery and Address Assignment
Hayward Industries, Inc.	United States	18/134,998	04/14/2023	Compact Universal Gas Pool Heater And Associated Methods