

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PAT1609343

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL PATENT SECURITY AGREEMENT SUPPLEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
Hayward Industries, Inc.	09/28/2024

RECEIVING PARTY DATA

Company Name:	Bank of America, N.A., as Administrative Agent
Street Address:	Gateway Village-900 Building NC1-026-06-09, (MACLEGAL)
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	18912803
Application Number:	18809785
Application Number:	18800524
Application Number:	63678786
Application Number:	63678759
Application Number:	18764510
Application Number:	63706331
Patent Number:	12110707
Patent Number:	12076667
Patent Number:	12066118
Patent Number:	12065854
Patent Number:	12060989
Application Number:	63706075

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: 2025218721

Email: ipteam@cogencyglobal.com

Correspondent Name: Troy Jones
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER: Andrew Hackett

SIGNATURE: Andrew Hackett

DATE SIGNED: 11/05/2024

Total Attachments: 7

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ABL PATENT SECURITY AGREEMENT SUPPLEMENT

ABL PATENT SECURITY AGREEMENT SUPPLEMENT dated as of September 28, 2024 (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 their 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.

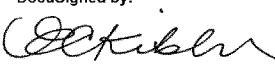
SECTION 4. *Governing Law.* This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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:

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

BANK OF AMERICA, N.A.
as Administrative Agent

DocuSigned by:

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By: _____
Name: Christy Bowen
Title: Senior Vice President

Oct 30, 2024 | 09:45 PDT

SCHEDULE I

REGISTERED PATENTS

OWNER	JURISDICTION	PATENT NO.	ISSUE DATE	DESCRIPTION
Hayward Industries, Inc.	United States	12,110,707	10/8/2024	Swimming Pool/Spa Gas Heater Inlet Mixer System and Associated Methods
Hayward Industries, Inc.	United States	12,076,667	9/3/2024	Disposable Insert For Strainer Basket
Hayward Industries, Inc.	United States	12,066,118	8/20/2024	Check Valve With Integral Handle
Hayward Industries, Inc.	United States	12,065,854	8/20/2024	Pool Cleaner with Cyclonic Flow
Hayward Industries, Inc.	United States	12,060,989	8/13/2024	Underwater Light Having a Replaceable Light-Emitting Diode (LED) Module and Core Assembly

PATENT APPLICATIONS

OWNER	JURISDICTION	APPLICATION NO.	FILING DATE	DESCRIPTION
Hayward Industries, Inc.	United States	63/706,331 63/706,075	10/11/2024	Systems and Methods for Controlling Valve Actuators
Hayward Industries, Inc.	United States	18/912,803	10/11/2024	Salt Chlorination Systems with Improved Salinity Measurement Capability
Hayward Industries, Inc.	United States	18/809,785	8/20/2024	Check Valve With Integral Handle
Hayward Industries, Inc.	United States	18/800,524	8/12/2024	Underwater Light Having a Replaceable Light-Emitting Diode (LED) Module and Cord Assembly
Hayward Industries, Inc.	United States	63/678,786	8/2/2024	Y-Strainers and Related Methods
Hayward Industries, Inc.	United States	63/678,759	8/2/2024	Y-Check Valves, Related Components, and Related Methods
Hayward Industries, Inc.	United States	18/764,510	7/5/2024	Automatic Pool/Spa Cleaner With Wall Docking Feature

Certificate Of Completion

Envelope Id: EAFCB5DE58244745853D158619EBF0F2	Status: Completed
Subject: IPSAs for your signature	
Source Envelope:	
Document Pages: 32	Signatures: 6
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	James Beglin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1715 Vantage Park Dr.
	Ste 400
	Charlotte, NC 28203
	jbeglin@hayward.com
	IP Address: 32.142.207.166

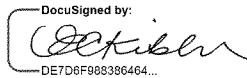
Record Tracking

Status: Original	Holder: James Beglin	Location: DocuSign
10/22/2024 1:19:35 PM	jbeglin@hayward.com	

Signer Events

Elisabeth Kibler
 ekibler@hayward.com
 Vice President Treasury
 Hayward Industries, Inc.
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 32.142.207.166

Timestamp

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 Signed: 10/22/2024 1:32:38 PM

Electronic Record and Signature Disclosure:
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Signature

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Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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Treasury Department
 Treasury@hayward.com
 Security Level: Email, Account Authentication (None)



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Envelope Summary Events

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Timestamps

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Certified Delivered	Security Checked	10/22/2024 1:32:02 PM
Signing Complete	Security Checked	10/22/2024 1:32:38 PM
Completed	Security Checked	10/22/2024 1:32:40 PM

Payment Events

Status

Timestamps