

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI881690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hayward Industries, Inc.	12/31/2024
RECEIVING PARTY DATA	
Company Name:	Bank of America, N.A., as Administrative Agent
Street Address:	GATEWAY VILLAGE-900 BUILDING
Internal Address:	NC1-026-06-09, (MACLEGAL)
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	12162778
Patent Number:	12157686
Patent Number:	12144780
Patent Number:	12110707
Application Number:	18971084
Application Number:	18965382
Application Number:	18952333
Application Number:	63706331
Application Number:	63706075
Application Number:	18912803
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:	(800)221-0102
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Khadijah Sampson
Address Line 1:	1025 Connecticut Ave NW, Suite 712
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2690545kspt2
NAME OF SUBMITTER:	Khadijah Sampson
SIGNATURE:	/Khadijah Sampson/
DATE SIGNED:	03/12/2025

Total Attachments: 6

source=12-31-24 Hayward First Lien Patent Security Agreement Supplement#page1.tiff

source=12-31-24 Hayward First Lien Patent Security Agreement Supplement#page2.tiff

source=12-31-24 Hayward First Lien Patent Security Agreement Supplement#page3.tiff

source=12-31-24 Hayward First Lien Patent Security Agreement Supplement#page4.tiff

source=12-31-24 Hayward First Lien Patent Security Agreement Supplement#page5.tiff

source=12-31-24 Hayward First Lien Patent Security Agreement Supplement#page6.tiff

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

FIRST LIEN PATENT SECURITY AGREEMENT SUPPLEMENT dated as of December 31, 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 First Lien Credit Agreement).

Reference is made to that certain First Lien Credit Agreement, dated as of August 4, 2017 (as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of September 28, 2018, Amendment No. 2 to First Lien Credit Agreement, dated as of October 28, 2018, as amended and restated by Amendment No. 3 to First Lien Credit Agreement, dated as of May 28, 2021, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Hayward Industries, Inc., a New Jersey corporation (the "Borrower"), 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 First Lien Pledge and Security Agreement dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain First Lien 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 First Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien 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 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, 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.

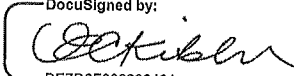
SECTION 4. *Governing Law.* This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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]

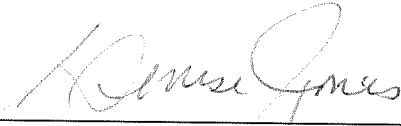
IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement Supplement as of the day and year first written above.

HAYWARD INDUSTRIES, INC.

DocuSigned by:

DE7D6F988386464...

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

BANK OF AMERICA, N.A.
as Administrative Agent

By: 
Name: Denise Jones
Title: Vice President

SCHEDULE I

REGISTERED PATENTS

OWNER	JURISDICTION	PATENT NO.	ISSUE DATE	DESCRIPTION
Hayward Industries, Inc.	United States	12,162,778	12/10/2024	Chemical Monitoring Devices and Methods
Hayward Industries, Inc.	United States	12,157,686	12/03/2024	Systems and Methods for Sanitizing Pool and Spa Water
Hayward Industries, Inc.	United States	12,144,780	11/19/2024	System and Method for Dynamic Device Discovery and Address Assignment
Hayward Industries, Inc.	United States	12,110,707	10/08/2024	Swimming Pool/Spa Gas Heater Inlet Mixer System and Associated Methods

PATENT APPLICATIONS

OWNER	JURISDICTION	APPLICATION NO.	FILING DATE	DESCRIPTION
Hayward Industries, Inc.	United States	18/971,084	12/06/2024	Chemical Monitoring Devices and Methods
Hayward Industries, Inc.	United States	18/965,382	12/02/2024	Systems and Methods for Sanitizing Pool and Spa Water
Hayward Industries, Inc.	United States	18/952,333	11/19/2024	System and Method for Dynamic Device Discovery and Address Assignment
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