

Form PTO-1594 (Rev. 03/01) OMB No. 0651,0027 (eyp. 5/31/2002)		1	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ➪ ➪ ➪ ▼	, ∪∠∪, ▼	▼· ▼ -1 0 1 1	* * *
To the Honorable Commissioner of Patents ar	nd Trademarks: P	Please record the attache	
To the Honorable Commissioner of Patents and 1. Name of conveying party(ies): Architectural Area Lighting, Inc. Individual(s)	tnership ⊠ Yes ⊠ No	2. Name and Address of Name: Wilmington T Internal Address:	of receiving party(ies) frust Company O North Market Street State: Delaware Zip: 19890 eenship ship hip e: Delaware
Other	į	representative designat (Designations must be	illed in the United States, a domestic ion is attached: Yes No a separate document from assignment ddress(es) attached: Yes The
Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached Addition	nal number(s) atta	B. Trademark Regis ched ⊠ Yes □ No	stration No.(s)
Name and address of party to whom corresponde concerning document should be mailed:		6. Total number of app	
Name: Intellectual Property Docketing Internal Address: SHEARMAN & STERLING			41) \$_540.00 charged to deposit account
Street Address: 599 Lexington Avenue		account number:	r otherwise insufficient, charge deposit
City: New York State: NY	Zip: _10022	50-0324 (Attach duplicate copy of	of this page if paying by deposit account)
	DO NOT USE	THIS SPACE	
9. Statement and signature. To the best of my knowledge and belief, the foregoriginal document. Chad M. Yohn Name of Person Signing Total number of Parameters.	Signal of pages including cover	ature	March 8, 2002 Date 18
		required cover sheet informademarks, Box Assignmen D.C. 20231	

Continuation of Trademark Recordation Form Cover Sheet

	ontinuation of Box 1.	
2.	Name of conveying party(ies):	
	Columbia Lighting, Inc.	
	Individual(s)	Association
	☐ General Partnership	Limited Partnership
	○ Corporation-State	
	Other	
3.	Name of conveying party(ies):	
	Columbia Lighting-LCA, Inc.	
	Columbia Eighting-EoA, Inc.	
	☐ Individual(s)	Association
	General Partnership	Limited Partnership
	Other	
4.	Name of conveying party(ies):	
	Dual-Lite Inc.	
	☐ Individual(s)	Association
	☐ General Partnership	Limited Partnership
	☐ General Partnership ☐ Corporation-State	Limited Partnership
	☑ Corporation-State	
	☐ Corporation-State☐ OtherName of conveying party(ies):	
	☐ Corporation-State☐ OtherName of conveying party(ies):Jacuzzi Inc.	
5.	☑ Corporation-State☑ OtherName of conveying party(ies):Jacuzzi Inc.☑ Individual(s)	Association
5.	 ☐ Corporation-State ☐ Other	Association Limited Partnership
5.	 ☐ Corporation-State ☐ Other	Association Limited Partnership
5.	 ☐ Corporation-State ☐ Other	Association Limited Partnership
5.	 ☐ Corporation-State ☐ Other	Association Limited Partnership
5.	 ☐ Corporation-State ☐ Other	Association Limited Partnership
5 .	 ☐ Corporation-State ☐ Other	Association Limited Partnership Association

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r. Hame or conveying party(les).	
Prescolite, Inc.	
☐ Individual(s)☐ General Partnership☑ Corporation-State☐ Other	Association Limited Partnership
8. Name of conveying party(ies):	
Progress Lighting, Inc.	
☐ Individual(s) ☐ General Partnership ☑ Corporation-State ☐ Other	Association Limited Partnership
9. Name of conveying party(ies):	
Rexair, Inc.	
☐ Individual(s) ☐ General Partnership ☑ Corporation-State ☐ Other	
10. Name of conveying party(ies):	
Spaulding Lighting, Inc.	
☐ Individual(s) ☐ General Partnership ☑ Corporation-State ☐ Other	Association Limited Partnership
1. Name of conveying party(ies):	
Sundance Spas	
☐ Individual(s)☐ General Partnership☒ Corporation-State☐ Other	Association Limited Partnership
2. Name of conveying party(ies):	
Zurn Industries, Inc.	
☐ Individual(s) ☐ General Partnership ☐ Corporation-State	Association Limited Partnership

Continuation of Box 2.

lame: David A. Vanasky
Street Address: 1100 North Market Street, Rodney Square
City: Wilmington State: Delaware Zip: 19890
☑ Individual(s) citizenship <u>Delaware</u>
Association
General Partnership
Limited Partnership
Corporation-State:
Other

Continuation of Box 4.

A. Trademark Application No.(s)			B. Trac	lemark No.(s)		
76/093,574	76/014,654	76/241,074	2,435,294	1,973,417	2,496,274	
76/264,736	76/006,619	74/700,523		1,070,111	2,400,274	
76/292,570	76/311,759	76/220,347	2,496,277			
76/293,076	76/292,453	76/292,569				
76/033,677	76/273,927	76/273,328				
76/273,562	76/246,428					

NO ADDITIONAL PAGES

NYDOCS04/338919.1 TRADEMARK
REEL: 002472 FRAME: 0084

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated February 11, 2002, is made by the Persons listed on the signature pages hereto (collectively, the "Grantors") in favor of Wilmington Trust Company ("Wilmington"), not in its individual capacity but solely as Corporate Trustee, and David A. Vanaskey, not in his individual capacity but solely as Individual Trustee (together with Wilmington the "Collateral Trustees"), for the Secured Holders (as defined in the Master Agreement referred to below). Terms used herein and are not otherwise defined are used herein as defined in the Master Agreement.

WHEREAS, each Grantor has entered into an Amendment, Restatement, General Provisions and Intercreditor Agreement dated as of August 15, 2001 (as amended from time to time, the "Master Agreement"), with Wilmington and David A. Vanaskey as Collateral Trustees, Bank of America, N.A. as Debt Coordinator, USI Agent, Rexair Agent and Rexair Collateral Agent and the various banks and lender parties party thereto.

WHEREAS, pursuant to the Master Agreement, each Grantor and certain other Persons have executed and delivered that certain Amended Pledge and Security Agreement dated August 15, 2001 made by each Grantor and such other Persons to the Collateral Trustees (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated August 15, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, each Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the respective Grantor to the Collateral Trustees for the ratable benefit of the Secured Holders and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

- SECTION 1. <u>Confirmation of Grant of Security</u>. The Grantor hereby grants to the Collateral Trustees for the ratable benefit of the Secured Holders a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):
 - (i) The United States, international and foreign patents set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

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- (ii) The United States and foreign trademark and service mark registrations set forth in Schedule B hereto (the "Trademarks");
- (iii) The copyrights and United States and foreign copyright registrations set forth in Schedule C hereto (the "Copyrights");
- (iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
 - (v) any and all proceeds of the foregoing.
- SECTION 2. <u>Supplement to Security Agreement</u>. Schedule IV to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.
- SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- SECTION 4. <u>Recordation</u>. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable Government officer to record this IP Security Agreement Supplement.
- SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustees with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.
- SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARCHITECTURAL AREA LIGHTING, INC.
COLUMBIA LIGHTING, INC.
COLUMBIA LIGHTING—LCA, INC.
DUAL-LITE INC.
JACUZZI INC.
KIM LIGHTING INC.
PRESCOLITE, INC.
PROGRESS LIGHTING, INC.
REXAIR, INC.
SPAULDING LIGHTING, INC.
SUNDANCE SPAS
ZURN INDUSTRIES, INC.

BY

Name: Steven C. Barre Title: Vice President

Address for Notices: 101 Wood Avenue South Iselin, NJ 08830

Attn: Bruce Clithero, Treasurer

Phone: (732) 767-2262 Fax: (732) 767-2202

With a copy to:

Steven C. Barre, Senior Vice President and

General Counsel

Phone: (732) 767-2234 Fax: (732) 767-2208

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SCHEDULE A

PATENTS

A. New Patents and Patent Applications

Subsidiary	Title	Country	Patent	Original	Issue Date	Expiration Date
	<u> </u>		No.	Filing Date	- "	Dare
Architectural Area	Oculus Light	United States	s/n29/148,	9/14/2001	Pending	1
Lighting	Fixture	77 '4 3 04 4	100	0/14/0001	D 2	
Architectural Area	Annular Step Light	United States	s/n29/148,	9/14/2001	Pending	
Lighting	7.	77 1. 1.5.	095	0/449004	ļ	ļ
Architectural Area	Polygonal Step	United States	s/n29/148,	9/14/2001	Pending	
Lighting	Light	[093			
Architectural Area	Steplights with	United States	s/n29/148,	9/14/2001	Pending	Ì
Lighting	Cover		117			
Architectural Area	Pole Mounted	United States	s/n29/148,	9/14/2001	Pending	
Lighting	Light		090			<u> </u>
Architectural Area	Wall Mounted	United States	s/n29/148,	9/14/2001	Pending	1
Lighting	Light		089	<u></u>		
Architectural Area	Light Fixture	United States	Not yet	9/14/2001	Pending	
Lighting	Having A	·	available			
	Translucent Cover					
Dual-Lite Inc.	Emergency	United States	6,280,042	6/10/1999	8/28/2001	6/10/2009
	Lighting Device				1	
Jacuzzi Inc.	Presage Whirlpool	United States	D438,627	7/2/1999	3/6/2001	3/6/2015
	Bath	,				
Jacuzzi Inc.	Vizion Whirlpool	United States	s/n29/140,	4/17/2001	Pending	
	Bath		459			Ì
Jacuzzi Inc.	Spa Weir System	United States	s/n09/987/	10/16/2001	Pending	
			393]	
Jacuzzi Inc.	One-Piece	United States	s/n09/684,	10/6/2000	Pending	
	Underdrain for		216			
	Swimming Pool					
	Filters					
Jacuzzi Inc.	Spa Filter System	United States	Not yet	N/A	Pending	
	•		received	·		
Kim Lighting Inc.	Luminaire	United States	D426,010	7/15/1999	5/30/2000	5/30/201
Kim Lighting Inc.	Luminaire	United States	D430,687	10/18/1999	9/5/2000	9/5/2014
Kim Lighting Inc.	Single Tension	United States	D440,705	6/1/2000	4/17/2001	4/17/2015
	Luminaire		2 , ,	0, 1, 200		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Kim Lighting Inc.	Truss Luminaire	United States	D441,130	6/1/2000	4/24/2001	4/24/2015
Kim Lighting Inc.	Double Tension	United States	D440,704	6/1/2000	4/17/2001	4/17/2015
	Luminaire	ATTIME DIGING	10,104	3/ 1/ EUUU	11110001	-VI1/2011
Kim Lighting Inc.	Luminaire	United States	D439,695	6/1/2000	3/27/2001	3/27/2015
Kim Lighting Inc.	Post Top	United States	D444,584	9/29/2000	7/3/2001	7/3/2015
रुच्या राह्यसमह मार.	Luminaire	Omice States	1 7444473644	714714UUU	7/3/2001	//3/2013
Kim Lighting Inc.	Bollard	United States	D443,094	9/29/2000	5/29/2001	5/29/2015
Emi righting mc.	DOUST	Office States	1,0443,094	7/27/2000	3/29/2001	3/29/2013

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Subsidiary	<u>Tîtle</u>	Country	Patent No.	Original Filing Date	Issue Date	Expiration Date
Kim Lighting Inc.	Gusset Luminaire	United States	s/n29/124/ 208	6/1/2000	Pending	
Kim Lighting Inc.	Gusset Luminaire	United States	s/n29/142, 080	5/16/2001	Pending	
Kim Lighting Inc.	Square Wall- Mounted Luminaire	United States	s/n29/141, 360	5/3/2001	Pending	
Prescolite, Inc.	Light-Scattering Reflector	United States	6,254,356	5/7/1999	7/3/2001	5/7/2009
Prescolite, Inc.	Surface Mounted Lighting Fixture	United States	D444,900	5/10/2000	7/10/2001	7/10/2015
Progress Lighting, Inc.	A Recessed Lamp Fixture	Canada	CA 2,197,813	2/18/1997	N/A	2/18/2017
Rexair, Inc.	Filter Assembly for a Vacuum Cleaner	United States	6,312,508	1/25/00	11/06/01	1/25/10
Rexair, Inc.	Separator with Mulitple Function Vanes for a Vacuum Cleaner Apparatus	United States	6,306,199	4/19/00	10/23/01	4/19/10
Rexair, Inc.	Filter for Vacuum Cleaner	United States	6,290,761	12/7/00	9/18/01	12/7/10
Spaulding Lighting, Inc.	Luminaire with Changeable Accent Lighting	Canada	2,017,244	5/22/1990	N/A	N/A
Spaulding Lighting, Inc.	Canopy Luminaire Assembly	United States	6,116,749	6/3/1998	9/1/2000	6/3/2008
Spaulding Lighting, Inc.	Method and Apparatus for Retrofitting Canopy	United States	6,149,280	2/5/1999	11/21/2000	2/5/2009
Spaulding Lighting, Inc.	Luminaire Assemblies— Canopy Luminaire Assembly	United States	6,264,344	12/17/1999	7/24/2001	12/17/200 9
Sundance Spas	Filter Recess	United States	4,553,476	5/25/1984	8/6/1985	2002
Sundance Spas	Spa Control System (Electronic Spa Control System)	United States	5,361,214 5,550,753 5,559,720	1/11/1994	11/1/1994	2011
Sundance Spas	Vertical Water Heater	United States	D383,525	11/21/1995	9/9/1997	9/9/2011
Sundance Spas	Vertical Jet Mount (Triangular Vertical Jet Mount)	United States	D376,432	12/30/1992	12/10/1996	12/10/201 0
Sundance Spas	Blower Loop	United States	N/A	8/13/1993	6/25/2001	N/A

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Subsidiary	<u>Title</u>	Country	Patent No.	Original Filing Date	Issue Date	Expiration Date
Zurn Industries, Inc.	Combination Mechanical/Fusion Pipe Fitting	United States	6.250,686	7/22/1999	6/26/2001	7/22/2009
Zurn Industries, Inc.	Diaphragm Orifice for Flushometer	United States	6,289,128			
Zurn Industries, Inc.	Pipe Nipple	United States	s/n09/680, 684	10/6/2000	Pending	
Zum Industries, Inc.	Backflow Prevention Apparatus	United States	s/n09/894, 915	6/28/2001	Pending	
Zurn Industries, Inc.	Backflow Prevention Apparatus	WIPO	s/n PCT/US01 /20778	6/29/2001	Pending	
Zurn Industries, Inc.	Trench Drain	Canada	s/n 2,193,760	12/23/1996	Pending	
Zurn Industries, Inc.	Diaphragm Orifice for Flushometer	Australia	s/n 41147/99	7/26/1999	Pending	
Zum Industries, Inc.	Diaphragm Orifice for Flushometer	Canada	s/n 2,278,272	7/21/1999	Pending	
Zurn Industries, Inc.	Diaphragm Orifice for Flushometer	United States	s/n09/949, 393	9/7/2001	Pending	
Zurn Industries, Inc.	Combination Mechanical/Fusion Pipe Fitting	Canada	s/n 2,295,402	1/13/2000	Pending	
Zurn Industries, Inc.	Combination Mechanical/Fusion Pipe Fitting	United States	s/n09/887, 516	6/22/2001	Pending	
Zurn Industries, Inc.	Faucet Spout	Taiwan	s/n 84308764	10/20/1995	Pending	
Zurn Industries, Inc.	Electrofusion Joining Device	United States	s/n09/918, 309	7/30/2001	Pending	
Zum Industries, Inc.	Trap Primer	Canada	s/n 2,340,826	3/13/2001	Pending	
Zum Industries, Inc.	Trap Primer	United States	s/n09/804, 461	1/22/2001	Published	
Zurn Industries, Inc.	Flush Valve	Canada	s/n 2,332,076	1/23/2001	Pending	
Zum Industries, Inc.	Flush Valve	United States	s/n09/767, 021	1/22/2001	Pending	
Zum Industries, Inc.	Flush Valve Diaphragm	United States	s/n60/272, 025	2/28/2001	Pending	
Zurn Industries, Inc.	Drain Gasket	United States	s/n60/253, 762	11/29/2000	Pending	
Zum Industries, Inc.	Flush Valve Adapter	United States	s/n60/268, 219	2/12/2001	Pending	
Zurn Industries, Inc.	Pipe Clamp Arrangement	United States	s/n60/287/ 636	4/30/2001	Pending	

Subsidiary	<u>Title</u>	Country	Patent No.	Original Filing Date	Issue Date	Expiration Date
Zurn Industries, Inc.	Precast Prison Wall Fabricated Bracket	United States	s/n60/298, 535	6/15/2001	Pending	·
Zurn Industries, Inc.	Backflow Preventer Valve	Australia	s/n 51424/00	5/18/2000	Pending	
Zum Industries, Inc.	Backflow Preventer Valve	Canada	N/A	5/18/2000	Pending	
Zum Industries, Inc.	Backflow Preventer Valve	United States	s/n09/979, 449	11/14/2001	Pending	

B. Corrections and Clarifications (changes indicated in bold)

Subsidiary	Title	Country	Patent No.	Original Filing Date	Issue Date	Expiration Date
Columbia Lighting, Inc.	Fluorescent Lamp (Socket) System	United States (incorrectly listed as Canada)	4,504,891	1/16/1984	3/12/1985	3/12/2002
Prescolite, Inc.	Lighting Trim Apparatus	United States	6,245,241 (incorrect -ly listed as 6,045,241)	7/23/1998	4/4/2000	7/23/2018

SCHEDULE B

TRADEMARKS

A. New Trademarks and Trademark Applications

Subsidiary	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trade Marks or Trade Names	Registr <u>ation</u> Number	Date of Reg.	Date of Exp.
Architectural Area Lighting		United States	UNIVERSE COLLECTION	2,435,294	3/13/2001	3/13/2011
Architectural Area Lighting		United States	ARCHITEC- TURAL AREA LIGHTING	s/n76/093,574	Filed 7/24/2000	N/A
Architectural Area Lighting		United States	OCULUS	s/n76/014,654	Filed 3/31/2000	N/A
Architectural Area Lighting		United States	CHAMELEON	s/n76/241,074	Filed 4/16/2001	N/A
Columbia Lighting—LCA, Inc.		United States	BRIO	s/n76/264,736	N/A	N/A
Columbia Lighting—LCA, Inc.		United States	DURALOUVER	s/n76/006,619	N/A	NA
Kim Lighting Inc.		United States	PROMENADE	1,973,417	5/17/1996	5/17/2006
Kim Lighting Inc.		United States	ERA	s/n74/700,523	Filed 12/29/1999	NA
Zum Industries, Inc.		United States	AQUAVANTAG E AV	2,496,274	10/9/2001	10/9/2011
Zum Industries, Inc.		United States	AV	2,496,277	10/9/2001	10/9/2011
Zurn Industries, Inc.		United States	ADD-A-PORT	s/n76/292,570	Filed 7/31/2001	N/A
Zum Industries, Inc.		United States	BLUE COLORED DIAPHRAGM	s/n76/311,759	Filed 9/13/2001	N/A
Zum Industries, Inc.		United States	METROFLUSH	s/n76/220,347	Filed 3/6/2001	N/A
Zurn Industries, Inc.		United States	QEST HYDRONICS	s/n76/293,076	Filed 7/31/2001	N/A
Zum Industries, Inc.		United States	QICKPAK	s/n76/292,453	Filed 7/31/2001	N/A
Zum Industries, Inc.		United States	QICKPORT	s/n76/292,569	Filed 7/31/2001	N/A
Zurn Industries, Inc.		United States	SD AND DESIGN	s/n76/033,677	Filed 4/25/2000	N/A
Zurn Industries, Inc.		United States	TOMORROW'S HEATING SOLUTION TODAY	s/n76/273,927	Filed 6/19/2001	N/A
Zum Industries, Inc.		United States	TOMORROW'S PLUMBING AND HEATING SOLUTIONS TODAY		Filed 6/19/2001	N/A

<u>Subsidiary</u>	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trade Marks or Trade Names	Registration Number	Date of Reg.	Date of Exp.
Zum Industries, Inc.		United States	TOMORROW'S PLUMBING SOLUTION TODAY	s/n76/273,562	6/19/2001	N/A
Zum Industries, Inc.		United States	ZURN ADVANTAGE	s/n76/246,428	4/25/2001	N/A

B. Corrections and Clarifications (changes indicated in bold)

<u>Subsidiary</u>	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trade Marks or Trade Names	Registration Number	Date of Reg.	Date of Exp.
Jacuzzi Inc.	N.A. Foreign	Croatia	JACUZZI	Z971085	N_A_ Foreign	N.A. Foreign
Jacuzzi Inc.	N.A Foreign	G иуала	JACUZZI WHIRLPOOL BATH	N.A Foreign	N.A. Foreign	N.A. Forcign
Jacuzzi Inc.	N.A. Forcign	Guyana	JACUZZI WHIRLPOOL BATH	N.A Forcign	N.A Foreign	N.A Foreign
Jacuzzi Inc.	N.A. Foreign	Kuwait	JACUZZI	19773/18552	N.A. Foreign	N.A. Foreign
Jacuzzi Inc. (NOT OWNED BY JACUZZI)	N.A. Foreign	Pakisten	DING-DONG	52835	N.A. Foreign	N.A. Foreign
Jacuzzi Inc. (NOT OWNED BY JACUZZI)	N.A. Foreign	Pakistan	DING-DONG	52836	N_A_ Foreign	N.A. Foreign
Jacuzzi Inc. (NOT OWNED BY JACUZZI)	N.A. Forcign	United Kingdon	BIFLEX	B869634	N.A. Foreign	N.A. Foreign
Jacuzzi Inc. (NOT OWNED BY JACUZZI)	N.A. Foreign	United Kingdon	VANGUARD	363 873	N.A. Foreign	N.A. Foreign
Acuzzi Inc. NOT OWNED BY JACUZZI)	N.A. Forcign	United Kingdon	VANGUARD	1111822	N.A. Foreign	N.A. Foreign
ACUZZI Inc. NOT OWNED BY	N.A. Foreign	United Kingdon	VANGUARD AUTOFLEX	1119308	N.A. Foreign	N.A. Foreign
acuzzi Inc. NOT OWNED BY IACUZZI)	N.A. Foreign	United Kingdon	VANGUARD	1119309	N.A. Foreign	N.A. Foreign
acuzzi Inc. INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS)	N.A. Foreign	New Zealand	JACUZZI & DESIGN (Trapezium)	B82887	N.A. Foreign	N.A. Forcign

<u>Subsidiary</u>	Goods & Services Description (for U.S. Trademarks where applicable and available)	Country	Trade Marks or Trade Names	Registration Number	Date of Reg.	Date of Exp.
Jacuzzi Inc. (INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS)	N.A.	United States (St.) AK	JACUZZI	1019 (file no.)	N.A.	8/11/2009
Jacuzzi Inc. (INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS)	N.A.	United States (St.) CA	JACUZZI	60535	N.A.	12/12/2010
Jacuzzi Inc. (INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS)	N.A.	United States (St.) MO	JACUZZI	6241	N.A.	N.A.
Jacuzzi Inc. (INCORRECTLY ATTRIBUTED TO SUNDANCE SPAS)	N.A.	United States (SL) MO	JACUZ Z I	6242	N.A.	N.A.

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SCHEDULE C

COPYRIGHTS

A. New Copyrights and Copyright Applications

Pledgor	Country	<u>Title</u>	Reg. No.	Published	Registration Date
Jacuzzi Inc.	U.S.	Inlay for floating remote controller for Jacuzzi Whirlpool Bath Affinity Whirlpool Bath	VAu 501-473	N/A	28Aug00
Jacużzi Inc.	U.S.	Inlay for Digital Controller for Jacuzzi Whirlpool Bath Spas	Vau 501-472	N/A/	28Aug00

B. Corrections and Clarifications (corrections indicated in bold)

Pledgor	Country	<u>Title</u>	Reg. No.	<u>Published</u>	Registration Date
Prescolite, Inc. (NOT OWNED BY PRESCOLITE)	U,Ş.	Horizon Chip	MW-3-274	3Jul87	5Jan88

RECORDED: 03/18/2002