

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WACHOVIA BANK, NATIONAL ASSOCIATION		01/22/2010	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KAFKO (U.S.) CORP.		
<b>Street Address:</b>	9611 Oates Drive		
<b>City:</b>	Sacramento		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95827		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2850013	TOTAL VINYL PRODUCTS	
Registration Number:	2807658	TVP	
Registration Number:	3081968	AQUAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)200-0853		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(214) 651-5148		
<b>Email:</b>	april.reasoner@haynesboone.com		
<b>Correspondent Name:</b>	Gavin George		
<b>Address Line 1:</b>	Haynes and Boone, LLP		
<b>Address Line 2:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	44647.2		
<b>NAME OF SUBMITTER:</b>	Gavin George		

CH \$90.00 2850013

**900156087**

**TRADEMARK  
 REEL: 004159 FRAME: 0819**

Signature:	/Gavin George/
Date:	03/03/2010
Total Attachments: 10 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif source=Release#page5.tif source=Release#page6.tif source=Release#page7.tif source=Release#page8.tif source=Release#page9.tif source=Release#page10.tif	

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**RELEASE**

To: Latham International, Inc.  
Latham Manufacturing Corp.  
Latham Splash Canada, Inc.  
Kafko (U.S.) Corp.  
Viking Pools, LLC  
Coverstar, LLC  
Bank of America, N.A.

Reference is hereby made to that certain Credit Agreement (as amended and modified from time to time, the "**Credit Agreement**"), dated as of December 30, 2004, by and among Latham Manufacturing Corp., a Delaware corporation ("**Latham Manufacturing**"), Latham Splash Canada, Inc., an Ontario corporation ("**Latham Canada**" and together with Latham Manufacturing, the "**Borrowers**"), the several banks and other financial institutions parties thereto (the "**Lenders**"), Wachovia Bank, National Association, as administrative agent for the lenders (the "**Administrative Agent**"), Congress Financial Corporation (Canada) (now named Wachovia Capital Finance Corporation (Canada), as Canadian administrative agent for the lenders (the "**Canadian Agent**" and together with the Administrative Agent, the "**Agents**"), Latham International, Inc., a Delaware corporation ("**Latham International**") as a guarantor, and each of the subsidiary guarantors referenced therein (the "**Subsidiary Guarantors**" and together with Latham International and the Borrowers, the "**Credit Parties**").

By their execution and delivery of this Release, the Agents hereby agree as follows: (a) the Agents hereby unconditionally terminate and release all liens on, and security interests in, all of the assets and property pledged or assigned to the Agents, for the benefit of the Lenders, under any of the Credit Documents; (b) the Credit Agreement and the other Credit Documents are hereby terminated by mutual consent; (c) the Lenders' commitments to extend credit to the Credit Parties under the Credit Agreement is terminated by mutual consent; and (d) the Agents authorize the termination and release by you or your designee of all such liens and security interests of public record, including, without limitation, the lien filings and other registrations listed on Schedule A attached hereto.

In addition, by their execution and delivery of this Release, each of the Credit Parties and the Agents agrees as follows: the Credit Parties, in consideration of the above, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby remise, release and discharge the Agents and the Lenders and their respective successors and assigns, and the Agents and the Lenders, in consideration of the above, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby remise, release and discharge the Credit Parties and their successors and assigns, in each case of and from any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, whether in law or in equity, which either party ever had, now has, or hereafter may have against the other, directly or indirectly, arising out of or in any way relating to the Credit Agreement and the other Credit Documents, any amendments thereto, or any transactions between or among the Credit Parties, the Agents and the Lenders thereunder. Notwithstanding anything to the contrary contained herein, nothing in this Release shall terminate or otherwise impair the indemnification and other provisions of the Credit Agreement and the other Credit Documents that are expressly stated to survive the termination thereof and the payment of all amounts owing thereunder.

This Release shall become effective upon (i) the Required Lender's designee's written acknowledgement of receipt of the LMH Deliverables and (ii) execution and delivery of a counterpart to

this Release by each of the Credit Parties and the Agents. This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and both of which taken together shall constitute one and the same instrument. This Release shall be governed by and construed in accordance with the laws (without giving effect to conflict of laws rules) of the State of New York and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Agents have duly executed this Agreement to be effective as of this \_\_\_ day of January 2010.

WACHOVIA BANK, NATIONAL ASSOCIATION

By:   
Reginald T. Dawson  
Managing Director

WACHOVIA CAPITAL FINANCE CORPORATION  
(CANADA)  
(formerly known as Congress Financial Corporation  
(Canada))

By: \_\_\_\_\_  
Raymond Eghobamien  
Vice President

Acknowledged and Agreed:

LATHAM INTERNATIONAL, INC.

By: \_\_\_\_\_  
Mark P. Laven  
Chief Executive Officer

LATHAM MANUFACTURING CORP.

By: \_\_\_\_\_  
Mark P. Laven  
Chief Executive Officer


this Release by each of the Credit Parties and the Agents. This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and both of which taken together shall constitute one and the same instrument. This Release shall be governed by and construed in accordance with the laws (without giving effect to conflict of laws rules) of the State of New York and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Agents have duly executed this Agreement to be effective as of this \_\_\_\_ day of January 2010.

WACHOVIA BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Reginald T. Dawson  
Managing Director

WACHOVIA CAPITAL FINANCE CORPORATION  
(CANADA)  
(formerly known as Congress Financial Corporation  
(Canada))

By:   
Raymond Eghobamien  
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Acknowledged and Agreed:

LATHAM INTERNATIONAL, INC.

By: \_\_\_\_\_  
Mark P. Laven  
Chief Executive Officer

LATHAM MANUFACTURING CORP.

By: \_\_\_\_\_  
Mark P. Laven  
Chief Executive Officer

this Release by each of the Credit Parties and the Agents. This Release may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and both of which taken together shall constitute one and the same instrument. This Release shall be governed by and construed in accordance with the laws (without giving effect to conflict of laws rules) of the State of New York and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Agents have duly executed this Agreement to be effective as of this 22<sup>nd</sup> day of January 2010.

WACHOVIA BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Reginald T. Dawson  
Managing Director

WACHOVIA CAPITAL FINANCE CORPORATION  
(CANADA)  
(formerly known as Congress Financial Corporation  
(Canada))

By: \_\_\_\_\_  
Raymond Eghobamien  
Vice President

Acknowledged and Agreed:

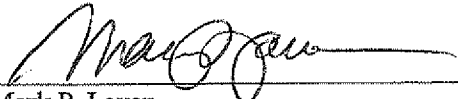
LATHAM INTERNATIONAL, INC.

By:   
\_\_\_\_\_  
Mark P. Laven  
Chief Executive Officer

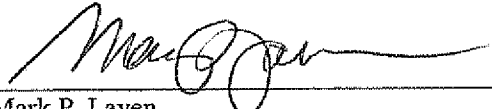
LATHAM MANUFACTURING CORP.

By:   
\_\_\_\_\_  
Mark P. Laven  
Chief Executive Officer

LATHAM SPLASH CANADA, INC.

By:   
Mark P. Laven  
Chief Executive Officer


KAFKO (U.S.) CORP.

By:   
Mark P. Laven  
Chief Executive Officer

VIKING POOLS, LLC

By:   
Mark P. Laven  
Chief Executive Officer

COVERSTAR, LLC

By:   
Mark P. Laven  
Chief Executive Officer

SCHEDULE A

LIEN FILINGS AND OTHER REGISTRATIONS

Financing Statements to be terminated prior to closing are listed in the following table:

<b>Debtor Name</b>	<b>Secured Party Name</b>	<b>Where Filed</b>	<b>Filing Number</b>	<b>Date Filed</b>
Latham International, Inc.	Wachovia Bank, National Association, as Administrative Agent	DE Secretary of State	63546264	10/12/06
Latham Manufacturing Corp.	Wachovia Bank, National Association, as Administrative Agent	DE Secretary of State	43689132	12/30/04
Latham Manufacturing Corp.	Wachovia Bank, National Association, as Administrative Agent	DE Secretary of State	43689371	12/30/04
Latham Manufacturing Corp.	Wachovia Bank, National Association, as Administrative Agent	DE Secretary of State	43689520	12/30/04
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative Agent	DE Secretary of State	43689298	12/30/04
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative	DE Secretary of State	43689629	12/30/04



	Agent			
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative Agent	DE Secretary of State	43689751	12/30/04
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative Agent	CA Secretary of State	047010518379	12/30/04
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative Agent	MI Department of State	2005000810-9	1/3/05
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative Agent	GA Cooperative Authority	044-2005-000013	1/3/05
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative Agent	Clerk of Superior Court, Dekalb County, GA	442005000013	1/3/05
Kafko (U.S.) Corp.	Wachovia Bank, National Association, as Administrative Agent	Clerk of Superior Court, Dekalb County, GA	BK 17017/Pg 770	1/14/05
Viking Pools, LLC	Wachovia Bank, National Association, as Administrative Agent	CA Secretary of State	057041602510	9/9/05

Viking Pools, LLC	Wachovia Bank, National Association, as Administrative Agent	TX Secretary of State, Statutory Filings Division, Corporations	05-0028285090	9/9/05
Coverstar, LLC	Wachovia Bank, National Association, as Administrative Agent	DE Secretary of State	63522372	10/11/06
Coverstar, LLC	Wachovia Bank, National Association, as Administrative Agent	UT Department of Commerce, Division of Corporations	299492200603	7/19/06
Latham Splash Canada, Inc.	Wachovia Bank, National Association, as Administrative Agent	DC Recorder of Deeds	2008013054	2/4/08
Latham Splash Canada, Inc.	Congress Financial Corporation (Canada), As Agent	Personal Property Security Act (Ontario)	Reg. No. 20041221 1707 1590 2012; File No. 611537418  Renewed by: 20041222 1723 1590 2091	12/21/04  12/21/09
Latham Splash Canada, Inc	Congress Financial Corporation (Canada)	Register of Personal and Movable Real Rights (Quebec)	Reg. No. 04-0732268-001	12/22/04
Viking Pools, LLC	Wachovia Bank	West Virginia	200500760772	9/12/2005
Viking Pools, LLC	Wachovia Bank	West Virginia	200500760784	9/12/2005
Viking Pools, LLC	Wachovia Bank	West Virginia	200500760796	9/12/2005
Viking Pools, LLC	Wachovia Bank	West Virginia	200800157206	1/30/2008
Latham	Wachovia Bank,	U.S. Copyright	VA 728-988	6/23/2005

Manufacturing Corp.	NA.	Office	(Asian petals border)	
Latham Manufacturing Corp.	Wachovia Bank, NA.	U.S. Copyright Office	VA 643-396 (Ebb tide)	6/23/2005
Latham Manufacturing Corp.	Wachovia Bank, NA.	U.S. Copyright Office	VA 483-616 (Mojave)	6/23/2005
Latham Manufacturing Corp.	Wachovia Bank, NA.	U.S. Copyright Office	VA 728-987 (Mystic seas bottom)	6/23/2005
Latham Manufacturing Corp.	Wachovia Bank, NA.	U.S. Copyright Office	VA 483-615 (Southwind)	6/23/2005
Latham Manufacturing Corp.	Wachovia Bank, NA.	U.S. Copyright Office	VA 643-397 (Water lily)	6/23/2005
Latham Manufacturing Corp.	Wachovia Bank, NA.	U.S. Copyright Office	VAu 336-416 (Aztec/marine : no. 5)	6/23/2005

Recorded Real Estate Documents:

Georgia (subject to revision upon receipt of title report)

Deed to Secure Debt, Security Agreement and Assignment of Rents dated as of December 30, 2004 granted by Kafko Industries, Inc. to Wachovia Bank, National Association, as Agent, recorded in the Office of the Clerk of Superior Court of DeKalb County, Georgia on January 14, 2005, in Deed Book 17017, Page 752, as amended by that certain Modification of Deed to Secure Debt, Security Agreement and Assignment of Rents dated as of September 9, 2005, recorded with said Recording Office on October 5, 2005 in Deed Book 17968, Page 608 and re-recorded with said Recording Office on March 15, 2006 in Deed Book 18506, Page 555 and in Deed Book 18506, Page 570.

UCC Financing Statement naming Kafko Industries, Inc., as Debtor, and Wachovia Bank, National Association, as Administrative Agent, as Secured Party, recorded in the Office of the Clerk of Superior Court of DeKalb County, Georgia on January 14, 2005, in Deed Book 17017, Page 770, as amended.

North Carolina

Deed of Trust, Security Agreement, Assignment of Leases, Rents and Profits and Fixture Filing dated August 27, 2006, granted by Viking Pools, LLC to TRSTE, INC., Trustee for the benefit of Wachovia Bank, National Association, recorded with the Richmond County Registry in Book 1439, Page 589. UCC Financing Statement naming Viking Pools, LLC, as Debtor, and Wachovia Bank, National Association, as Secured Party, recorded with the Richmond County Registry in Book 1439, Page 607.

New York

Mortgage, Security Agreement, Assignment of Leases, Rents and Profits and Fixture Filing dated December 30, 2004, granted by Latham Plastics, Inc., f/k/a Loudon Plastics, Inc., to Wachovia Bank, National Association, recorded in the Albany County Clerk's Office on January 14, 2005 in Liber 4894, Page 968, as modified by agreement dated September 9, 2005 between Latham Plastics, Inc., f/k/a Loudon Plastics, Inc., to Wachovia Bank, National Association, recorded in said Recording Office on October 5, 2005 in Liber 5073, Page 787 and by agreement dated June 30, 2006 between Latham Manufacturing Corp., as successor by merger of Latham Investments, Inc., as successor by merger of Latham Plastics, Inc., f/k/a Loudon Plastics, Inc., to Wachovia Bank, National Association and recorded on October 5, 2006 in Liber 5330, Page 756.

UCC Financing Statement naming Latham Plastics, Inc. f/k/a Loudon Plastics, Inc., as Debtor, and Wachovia Bank, National Association, as Administrative Agent, as Secured Party, filed with the Albany County Clerk's Office on January 14, 2005 as Document Number 9403175, as amended by UCC Financing Statement filed with said Recording Office on October 5, 2006 as Document Number 9808538 and continued by UCC Financing Statement filed with said Recording Office on September 30, 2009 as Document Number 10504379.