

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIK Pool Additives Inc.		05/23/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Connecticut-based, capital markets focused arm of UBS AG, a Swiss financial services company, regulated in the United States by the Federal Reserve: SWITZERLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3744143	DIY PRO	
Registration Number:	0753929	KEMEX	
Registration Number:	3733896	POND-TEK	
Registration Number:	3744142	PRO SIDE	
Registration Number:	4204522	SHOCK QUICK	
Registration Number:	3307815	SUN PROTECTED	
Registration Number:	3066898	ALL-IN-ONE	
Serial Number:	85635934	POWER 99	
Serial Number:	85778444	KEM-TEK POOL & SPA CARE	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		

Email: lkonrath@winston.com  
Correspondent Name: Laura Konrath  
Address Line 1: 35 W Wacker Drive  
Address Line 2: Winston & Strawn LLP, Suite 3600  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	83507-61
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	05/29/2013

**Total Attachments: 5**

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## **NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of May 23, 2013, by the entity listed on the signature page hereof ( "Grantor" ), in favor of UBS AG, STAMFORD BRANCH in its capacity as collateral agent pursuant to the Security Agreement referred to below (in such capacity, the "Collateral Agent") (this "Notice").

### **WITNESSETH:**

WHEREAS, Grantor is a party to that certain ABL U.S. Security Agreement dated as of May 23, 2013 (the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Notice;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest:

(a) the Trademarks of the United States of America of the Grantor, including those listed on Schedule I attached hereto; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark; and

(b) all Proceeds of the foregoing; provided, however, that the foregoing shall not include any asset that the Grantor now has or at any time in the future may acquire the right, title or interest of which is legally or beneficially owned by a person other than the Grantor.

SECTION 3. Security Agreement. The security interest granted pursuant to this Notice is granted with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are

incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notice is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Notwithstanding anything in this Notice to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Notice and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement and this Notice, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon the termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to Grantor, at the sole cost and expense of Grantor, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Notice.

SECTION 5. Counterparts. This Notice may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Notice by signing and delivering one or more counterparts. Delivery of an executed signature page to this Notice by facsimile transmission or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Notice.

SECTION 6. Applicable Law. THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Notice to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

KIK POOL ADDITIVES INC.

By: 

Name: Ben Kaak

Title: Executive Vice President, Finance & Chief  
Financial Officer and Assistant Secretary


{Signature Page to Notice (Trademarks) – ABL}

TRADEMARK  
REEL: 005036 FRAME: 0454


Accepted and Agreed:

UBS AG, STAMFORD BRANCH, as  
Collateral Agent

by

  
\_\_\_\_\_  
Name: Lana Gifas  
Title: Director




by

  
\_\_\_\_\_  
Name: Joselin Fernandes  
Title: Associate Director

[Signature Page to Notice (Trademarks) – ABL]

**TRADEMARK**  
**REEL: 005036 FRAME: 0455**

**Schedule I**  
**Trademarks**

Trademark	App./Reg. No.	App./Reg. Date	Status
1. DIY PRO	3744143	Feb. 2, 2010	Registered
2. KEMEX	753929	Aug. 6, 1963	Registered
3. POND-TEK	3733896	Jan. 5, 2010	Registered
4. PRO SIDE	3744142	Feb. 2, 2010	Registered
 5. SHOCK QUICK AND DESIGN	4204522	Sept. 11, 2012	Registered
 6. DESIGN SUN PROTECTED AND	3307815	Oct. 09, 2007	Registered
ALL-IN-ONE 7. ALL-IN-ONE	3066898	Mar. 07, 2006	Registered
POWER 99	85635934	Nov.27, 2012	Pending
 KEM-TEK POOL & SPA CARE AND DESIGN	85778444	Nov. 13, 2012	Pending