

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344580

|   |  |                           |                       |
|---|--|---------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                         |                           |                       |
| <b>NATURE OF CONVEYANCE:</b>  | GRANT OF TRADEMARK SECURITY INTEREST   |                           |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                           |                       |
| <b>Name</b>   | <b>Formerly</b>                        | <b>Execution Date</b>     | <b>Entity Type</b>    |
| AQUATIC CO.   |  | 06/12/2015                | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                           |                       |
| <b>Name:</b>  | BNP PARIBAS, AS ADMINISTRATIVE AGENT   |                           |                       |
| <b>Street Address:</b>  | 787 SEVENTH AVENUE                     |                           |                       |
| <b>City:</b>  | NEW YORK                               |                           |                       |
| <b>State/Country:</b>   | NEW YORK                               |                           |                       |
| <b>Postal Code:</b>   | 10019                                  |                           |                       |
| <b>Entity Type:</b>   | A SOCIETE ANONYME: FRANCE              |                           |                       |
| <b>PROPERTY NUMBERS Total: 9</b>  |  |                           |                       |
| <b>Property Type</b>  | <b>Number</b>                          | <b>Word Mark</b>          |                       |
| <b>Registration Number:</b>   | 3791833                                | AQUATIC                   |                       |
| <b>Registration Number:</b>   | 4055762                                | AQUATIC                   |                       |
| <b>Registration Number:</b>   | 1916325                                | LASCO                     |                       |
| <b>Registration Number:</b>   | 3745034                                | MOTIF                     |                       |
| <b>Registration Number:</b>   | 3778646                                | REAL LUXURY FOR REAL LIFE |                       |
| <b>Registration Number:</b>   | 3544336                                | SANTA CRUZ                |                       |
| <b>Registration Number:</b>   | 3424974                                | SERENITY                  |                       |
| <b>Registration Number:</b>   | 4573017                                | A2                        |                       |
| <b>Serial Number:</b>   | 85951314                               | DRIFTBATH                 |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                           |                       |
| <b>Fax Number:</b>  | 7147558290                             |                           |                       |
| <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> |  |                           |                       |
| <b>Email:</b>   | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM |                           |                       |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP                   |                           |                       |
| <b>Address Line 1:</b>  | 650 TOWN CENTER DRIVE, 20TH FLOOR      |                           |                       |
| <b>Address Line 4:</b>  | COSTA MESA, CALIFORNIA 92626           |                           |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 049018-0051                            |                           |                       |
| <b>NAME OF SUBMITTER:</b>   | KRISTIN J AZCONA                       |                           |                       |

OP \$240.00 3791833

|   |            |
|---|------------|
| <b>SIGNATURE:</b>   | /KJA/      |
| <b>DATE SIGNED:</b>   | 06/15/2015 |
| <b>Total Attachments: 5</b><br>source=BNPP_Aquatic - Grant of Trademark Security Interest#page1.tif<br>source=BNPP_Aquatic - Grant of Trademark Security Interest#page2.tif<br>source=BNPP_Aquatic - Grant of Trademark Security Interest#page3.tif<br>source=BNPP_Aquatic - Grant of Trademark Security Interest#page4.tif<br>source=BNPP_Aquatic - Grant of Trademark Security Interest#page5.tif |            |

## GRANT OF TRADEMARK SECURITY INTEREST

June 12, 2015

**WHEREAS**, **AQUATIC CO.**, a Delaware corporation, **BATHCRAFT, LLC**, a Delaware limited liability company, **BOOTZ MANUFACTURING COMPANY, LLC**, an Indiana limited liability company, and **THE PRAXIS COMPANIES, LLC**, a Delaware limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”), each owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, ABG Operating, LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

**WHEREAS**, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party, and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement,

to evidence further the security interest granted by the Grantors to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title, and interest in and to the following, in each case whether now or hereafter existing or in which any Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**IN WITNESS WHEREOF**, each Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

**AQUATIC CO.**

By:   
Name: Anthony Ricketts  
Title: Vice President

**BATHCRAFT, LLC  
BOOTZ MANUFACTURING COMPANY, LLC  
THE PRAXIS COMPANIES, LLC**

By:   
Name: Anthony Ricketts  
Title: Chief Financial Officer

Grant of Trademark Security Interest  
to Security Agreement

**TRADEMARK**  
**REEL: 005552 FRAME: 0349**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

| <u>Owner</u>                     | <u>U.S. Trademark Description</u>  | <u>Registration/ Appl. Number</u> | <u>Registration/ Appl. Date</u> |
|----------------------------------|------------------------------------|-----------------------------------|---------------------------------|
| Bootz Manufacturing Company, LLC | Showercast                         | 4,675,405                         | January 20, 2015                |
| Bootz Manufacturing Company, LLC | Syniron                            | 1,865,240                         | November 29, 1994               |
| Bootz Manufacturing Company, LLC | Bootz Industries and Design        | 3,040,959                         | January 10, 2006                |
| Bootz Manufacturing Company, LLC | Bootzcast                          | 3,037,934                         | January 3, 2006                 |
| Bootz Manufacturing Company, LLC | Biscay                             | 1,855,148                         | September 20, 1994              |
| Bootz Manufacturing Company, LLC | Durabrace                          | 4,027,754                         | September 20, 2011              |
| Bootz Manufacturing Company, LLC | Ultracast                          | 3,927,033                         | March 1, 2011                   |
| Aquatic Co.                      | AQUATIC AND DESIGN                 | 3,791,833                         | May 25, 2010                    |
| Aquatic Co.                      | AQUATIC AND DESIGN                 | 4,055,762                         | November 15, 2011               |
| Aquatic Co.                      | LASCO                              | 1,916,325                         | September 5, 1995               |
| Aquatic Co.                      | MOTIF                              | 3,745,034                         | February 2, 2010                |
| Aquatic Co.                      | REAL LUXURY FOR REAL LIFE          | 3,778,646                         | April 20, 2010                  |
| Aquatic Co.                      | SANTA CRUZ                         | 3,544,336                         | December 9, 2008                |
| Aquatic Co.                      | SERENITY                           | 3,424,974                         | May 13, 2008                    |
| Aquatic Co.                      | A2                                 | 4573017                           | July 22, 2014                   |
| Aquatic Co.                      | DRIFTBATH                          | 85/951,314                        | N/A                             |
| Aquatic Co.                      | DURACORE                           | 85/729,712 <sup>1</sup>           | N/A                             |
| Aquatic Co.                      | SUPERCORE                          | 85/741,138 <sup>2</sup>           | N/A                             |
| The Praxis Companies, LLC        | AMERICAN WHIRLPOOL (typed drawing) | 1767358                           | Apr. 27, 1993                   |
| The Praxis Companies, LLC        | AQUARIUS                           | 3902416                           | Jan. 11, 2011                   |

<sup>1</sup> Intent to Use application.

<sup>2</sup> Intent to Use application.

| Owner                     | U.S. Trademark Description  | Registration/ Appl. Number | Registration/ Appl. Date |
|---------------------------|---|----------------------------|--------------------------|
| The Praxis Companies, LLC | AQUARIUS BATHWARE<br>(design plus words, letters, and/or numbers)   | 3972200                    | Jun. 7, 2011             |
| The Praxis Companies, LLC | COMFORT DESIGNS   | 3902415                    | Jan. 11, 2011            |
| The Praxis Companies, LLC | COMFORT DESIGNS<br>(design plus words, letters, and/or numbers)     | 3968186                    | May 31, 2011             |
| Praxis Companies          | EASY BASE<br>(design plus words, letters, and/or numbers)           | 3717152                    | Nov. 24, 2009            |
| The Praxis Companies, LLC | HAMILTON  | 3930179                    | Mar. 8, 2011             |
| The Praxis Companies, LLC | H HAMILTON BATHWARE<br>(design plus words, letters, and/or numbers) | 3972201                    | Jun. 7, 2011             |
| Bathcraft, LLC            | LAUREL MOUNTAIN WHIRLPOOLS  | 4451324                    | Dec. 17, 2013            |
| The Praxis Companies, LLC | PRAXIS  | 3902414                    | Jan. 11, 2011            |
| The Praxis Companies, LLC | PRAXIS<br>(design plus words, letters, and/or numbers)              | 3972198                    | Jun. 7, 2011             |
| The Praxis Companies, LLC | SAFETY SUITE  | 4719396                    | April 14, 2015           |
| The Praxis Companies, LLC | SAFETY SUITE<br>(words, letters, and/or numbers in stylized form)   | 4719397                    | April 14, 2015           |