

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacuzzi Inc.		02/25/2019	Corporation:
New Dimension One Spas, Inc.		02/25/2019	Corporation:
RHT Inc.		02/25/2019	Corporation:
Sundance Spas, Inc.		02/25/2019	Corporation:
Thermospas Hot Tub Products, Inc.		02/25/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Virtus Group, LP		
Street Address:	3300 N Interstate 35		
Internal Address:	Suite 350		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78705		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 155			
Property Type	Number	Word Mark	
Registration Number:	5630734	JACUZZI	
Registration Number:	5640555	JACUZZI	
Registration Number:	5630736	JACUZZI	
Registration Number:	5664350	JACUZZI	
Registration Number:	5581883	EXECUTIVE	
Registration Number:	5566887	ILEANA	
Registration Number:	5566888	CONTENTO	
Registration Number:	5650316	ROSALIA	
Registration Number:	5520960	LEOLA	
Registration Number:	5520959	SORDINO	
Registration Number:	5576881	NERINA	
Registration Number:	5650232	ELGIN	
Registration Number:	5520838	CALLUM	

CH \$3890.00 5630734

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5520839	ABRI
Registration Number:	5393073	SERAFINA
Registration Number:	5546933	LENIRE
Registration Number:	5607878	MALCOLM
Registration Number:	5612746	BROXBURN
Registration Number:	5602244	FIDDICH
Registration Number:	5607879	ARDMORE
Registration Number:	5318789	JACUZZI
Registration Number:	5318790	JACUZZI
Registration Number:	5576493	WHISPER TECHNOLOGY
Registration Number:	5576494	WHISPER + TECHNOLOGY
Registration Number:	5444299	PRADO
Registration Number:	5551466	HANOVER
Registration Number:	5257949	MODENA
Registration Number:	5487340	LAUREN
Registration Number:	5487326	MINCIO
Registration Number:	5257820	SALONE
Registration Number:	5257821	BARREA
Registration Number:	5487328	MINCIO
Registration Number:	5633397	SALONE
Registration Number:	5633398	BARREA
Registration Number:	5070216	RISTORRE
Registration Number:	5070217	RISTORRE
Registration Number:	5031933	STELLA
Registration Number:	5031863	SIENA
Registration Number:	5120749	CLEANLINE
Registration Number:	5214674	CLAREMONT
Registration Number:	5296896	MIKA
Registration Number:	5219082	ANNA
Registration Number:	4836730	FUZION
Registration Number:	5643748	FAST FILL
Registration Number:	4836395	ALLUSION
Registration Number:	5196040	BIANCA
Registration Number:	4785612	AQUALIBRIUM
Registration Number:	4770333	SLIMPRO
Registration Number:	4971365	SIGNATURE
Registration Number:	4661137	PROCLEAR
Registration Number:	4617687	TRU-LEVEL

Property Type	Number	Word Mark
Registration Number:	4761558	CAYMAN
Registration Number:	4969277	FLUIDIX
Registration Number:	4852026	PROCLARITY
Registration Number:	4761373	SHOWERPRO
Registration Number:	4860374	LUXECAST
Registration Number:	4694577	SUNSMART
Registration Number:	4572559	THERAPRO
Registration Number:	5041559	CATALINA
Registration Number:	4769708	LINEA
Registration Number:	4615315	MCKINLEY
Registration Number:	4572466	EVERYONE DESERVES SOMETIME
Registration Number:	4615295	RAMONA
Registration Number:	4797706	AVVIO
Registration Number:	5032275	URBINO
Registration Number:	5032276	TORINO
Registration Number:	4528234	MARIN
Registration Number:	4589664	HAPPY IN YOUR HOME
Registration Number:	4421840	OPTIMA
Registration Number:	4421570	CAMEO
Registration Number:	4421571	CAPRI
Registration Number:	4421575	MAJESTA
Registration Number:	4528060	ALTAMAR
Registration Number:	4393927	EDISON
Registration Number:	4328391	PEYTON
Registration Number:	4502504	BLUEWAVE
Registration Number:	4526153	FOCUS-RELIEF
Registration Number:	4227295	ASPEN
Registration Number:	4440673	JACUZZI
Registration Number:	4727894	SELECT SERIES
Registration Number:	4335542	SUNSTRONG
Registration Number:	4169262	ECOWRAP
Registration Number:	4159120	CLEARRAY
Registration Number:	4215158	POWERCHOICE
Registration Number:	4552089	PRIMO
Registration Number:	4215041	POINTPRO
Registration Number:	4376973	CONSTANCE
Registration Number:	4384473	J-LX
Registration Number:	4411487	J-LXL

Property Type	Number	Word Mark
Registration Number:	4087214	REFLECTIONS
Registration Number:	4296054	SMARTSEAL
Registration Number:	3993619	PERFECTA
Registration Number:	4010587	DUETTA
Registration Number:	3970109	MICROCLEAN
Registration Number:	3786457	
Registration Number:	3786458	
Registration Number:	4342851	JACUZZI
Registration Number:	3816547	THERMOSPAS
Registration Number:	3865893	BONAIRE
Registration Number:	3857290	SIA
Registration Number:	3469032	START YOUR DAY BEAUTIFUL
Registration Number:	3370096	BATHWRAPS
Registration Number:	3912407	FINESTRA
Registration Number:	3747876	CHELSEE
Registration Number:	3266415	SALON
Registration Number:	3738228	TACOMA
Registration Number:	3738229	DENALI
Registration Number:	3644973	LUNA
Registration Number:	3620920	AMIGA
Registration Number:	3313661	ELARA
Registration Number:	3269414	TOTAL CONTROL THERAPY
Registration Number:	3058935	LINERS DIRECT
Registration Number:	3905780	SILENT AIR
Registration Number:	3066860	LIVING THE SPALIFE
Registration Number:	4251960	IMPERIAL SPAS
Registration Number:	3025874	@HOME
Registration Number:	3031221	AMORÉ BAY
Registration Number:	3022554	ENVIROTECT
Registration Number:	2969406	DUPREE BAY
Registration Number:	2904457	SEVILLE
Registration Number:	2873967	LOTUS BAY
Registration Number:	3776282	ESPREE
Registration Number:	2827281	D1
Registration Number:	2773427	SARENA BAY
Registration Number:	2821785	PURE AIR
Registration Number:	2863562	AQUAFIT
Registration Number:	2519666	CLEARZONE

Property Type	Number	Word Mark
Registration Number:	2526923	@ HOME HOT TUBS
Registration Number:	2557987	ULTRALIFE
Registration Number:	2299566	DIMENSION ONE SPAS
Registration Number:	2349357	E-Z LIFTER
Registration Number:	2123439	
Registration Number:	2047590	CETRA
Registration Number:	2092747	MAJORA
Registration Number:	2040520	FRESCO
Registration Number:	2149702	VERONA
Registration Number:	2040551	QUASAR
Registration Number:	1991091	LUXURA
Registration Number:	1928030	FESTIVA
Registration Number:	1943791	CAPELLA
Registration Number:	1879185	STEAMPRO
Registration Number:	1894593	CRYSTALZONE
Registration Number:	1715456	SUNDANCE
Registration Number:	1703100	RIVA
Registration Number:	1717864	JACUZZI
Registration Number:	1554575	POWERPRO
Registration Number:	1424739	SIGNA
Registration Number:	1367491	WATER RAINBOW
Registration Number:	1355195	ESPREE
Registration Number:	1329439	BIANCA
Registration Number:	1241022	JACUZZI WHIRLPOOL BATH
Registration Number:	1101174	JACUZZI
Serial Number:	88217276	
Serial Number:	88217282	
Serial Number:	88217289	

CORRESPONDENCE DATA

Fax Number: 2127288111

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.

Phone: 212 728 8000

Email: ipdept@willkie.com

Correspondent Name: Yae Na Woo c/o Willkie Farr & Gallagher

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 122951.00030 YW

NAME OF SUBMITTER:	Yae Na Woo
SIGNATURE:	/Yae Na Woo/
DATE SIGNED:	02/25/2019

Total Attachments: 29

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 25th day of February, 2019, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **VIRTUS GROUP, LP**, not in its individual capacity but solely in its capacity as administrative agent and collateral agent for each Secured Party (in such capacities, together with its successors and assigns in such capacities, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 25, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (a) initially, and at all times prior to the effectiveness of the Assumption and Release, Aquarius Invest Sub, Inc., a Delaware corporation (“**Initial Borrower**”), (b) upon and after the effectiveness of the Assumption and Release, Jacuzzi Holding LLC, a Delaware limited liability company (“**Holdings**”) and Jacuzzi Brands LLC, a Delaware limited liability company (the “**Post-Closing Borrower**”; the Initial Borrower or the Post-Closing Borrower, as applicable, the “**Borrower**”), (c) the Guarantors from time to time party thereto, (d) the Lenders from time to time party thereto and (e) Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain U.S. Security Agreement, dated as of February 25, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**U.S. Security Agreement**”); and

WHEREAS, pursuant to the U.S. Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the U.S. Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the U.S. Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby, to the extent required by the U.S. Security Agreement, grants, collaterally assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following (except to the

extent any of the following constitutes Excluded Assets), whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its United States Trademark registrations and Trademark applications, including those referred to on Schedule I; provided, however, that notwithstanding the foregoing, United States “intent-to-use” trademark applications shall be excluded from the definition of “Trademark Collateral” hereunder to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, *provided* that upon submission and acceptance by the USPTO of an amendment to allege use, pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use trademark application shall be included in the definition of “Trademark Collateral” hereunder;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark that is the subject of any such Trademark registration or application; and

(d) all proceeds (as that term is defined in the UCC) of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark application, including right to receive any damages, (ii) injury to the goodwill associated with any such Trademark or Trademark application, or (iii) right to receive license fees, royalties, and other compensation.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. U.S. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, f for the benefit of the Secured Parties, pursuant to the U.S. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the U.S. Security Agreement, the U.S. Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent notice in writing of any additional trademarks registrations owned by any Grantor and granted after the date hereof pursuant to Section 7(g)(v) of the U.S. Security Agreement. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such future United States registered trademarks or applications thereof of each Grantor. Notwithstanding the foregoing, no

failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

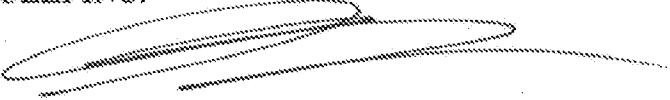
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK U.S. SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE U.S. SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

JACUZZI INC.


By: _____
Name: Anthony Lovallo
Title: Vice President, General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006572 FRAME: 0939

NEW DIMENSION ONE SPAS, INC.

By: 

Name: Anthony Lovallo

Title: Vice President, General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006572 FRAME: 0940

RHIT INC.

By: 

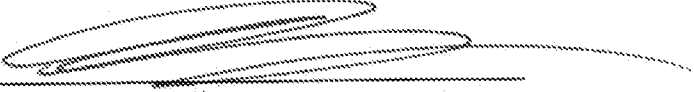
Name: Anthony Lovallo

Title: Vice President, General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006572 FRAME: 0941

SUNDANCE SPAS, INC.

By: 

Name: Anthony Lovallo

Title: Vice President, General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006572 FRAME: 0942

THERMOSPAS HOT TUB PRODUCTS, INC.

By: 

Name: Anthony Lovallo

Title: Vice President, General Counsel and
Secretary


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006572 FRAME: 0943

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

VIRTUS GROUP, LP

By: 
Name: Beth Cesari
Title: SNR DIR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

[See attached]

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
 Design Only	SUNDANCE SPAS, INC.	88217276	05-DEC-2018		
 Design Only	SUNDANCE SPAS, INC.	88217282	05-DEC-2018		
 Design Only	SUNDANCE SPAS, INC.	88217289	05-DEC-2018		
JACUZZI	JACUZZI INC.	87670057	02-NOV-2017	5630734	18-DEC-2018
JACUZZI	JACUZZI INC.	87670094	02-NOV-2017	5640555	01-JAN-2019
JACUZZI	JACUZZI INC.	87670118	02-NOV-2017	5630736	18-DEC-2018
 JACUZZI	JACUZZI INC.	87670135	02-NOV-2017	5664350	29-JAN-2019
 JACUZZI	JACUZZI INC.	87670135	02-NOV-2017	5664350	29-JAN-2019
EXECUTIVE EXECUTIVE	NEW DIMENSION ONE SPAS, INC.	87538370	21-JUL-2017	5581883	09-OCT-2018
EXECUTIVE	JACUZZI INC.	87527088	13-JUL-2017	5566887	18-SEP-2018
ILEANA ILEANA	JACUZZI INC.	87527088	13-JUL-2017	5566887	18-SEP-2018

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
CONTENTO CONTENTO Translation: HAPPY	JACUZZI INC.	87527108	13-JUL-2017	5566888	18-SEP-2018
ROSALIA ROSALIA	JACUZZI INC.	87526054	12-JUL-2017	5650316	08-JAN-2019
LEOLA LEOLA	JACUZZI INC.	87526115	12-JUL-2017	5520960	17-JUL-2018
SORDINO SORDINO	JACUZZI INC.	87526110	12-JUL-2017	5520959	17-JUL-2018
NERINA NERINA	JACUZZI INC.	87526118	12-JUL-2017	5576881	02-OCT-2018
ELGIN ELGIN	JACUZZI INC.	87482273	09-JUN-2017	5650232	08-JAN-2019
CALLUM CALLUM	JACUZZI INC.	87482284	09-JUN-2017	5520838	17-JUL-2018
ABRI ABRI	JACUZZI INC.	87482299	09-JUN-2017	5520839	17-JUL-2018
SERAFINA SERAFINA	JACUZZI INC.	87462484	24-MAY-2017	5393073	30-JAN-2018
LENIRE LENIRE Translation: TO SOOTHE	JACUZZI INC.	87462556	24-MAY-2017	5546933	21-AUG-2018

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
MALCOLM	JACUZZI INC.	87413899	17-APR-2017	5607878	13-NOV-2018
MALCOLM	JACUZZI INC.	87413976	17-APR-2017	5612746	20-NOV-2018
BROXBURN	JACUZZI INC.	87414015	17-APR-2017	5602244	06-NOV-2018
FIDDICH	JACUZZI INC.	87414130	17-APR-2017	5607879	13-NOV-2018
ARDMORE Cross References: ARD MORE	JACUZZI INC.	87332306	10-FEB-2017	5318789	24-OCT-2017
JACUZZI	JACUZZI INC.	87332349	10-FEB-2017	5318790	24-OCT-2017
 JACUZZI	JACUZZI INC.	87270634	15-DEC-2016	5576493	02-OCT-2018
WHISPER TECHNOLOGY	JACUZZI INC.	87270645	15-DEC-2016	5576494	02-OCT-2018
WHISPER + TECHNOLOGY Cross References: WHISPER PLUS TECHNOLOGY	JACUZZI INC.	87270645	15-DEC-2016	5576494	02-OCT-2018

TRADEMARK

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
PRADO PRADO Translation: MEADOW, FIELD	SUNDANCE SPAS, INC.	87254259	01-DEC-2016	5444299	10-APR-2018
HANOVER HANOVER	SUNDANCE SPAS, INC.	87242214	18-NOV-2016	5551466	28-AUG-2018
MODENA MODENA	JACUZZI INC.	87240358	17-NOV-2016	5257949	01-AUG-2017
LAUREN LAUREN	JACUZZI INC.	87187798	29-SEP-2016	5487340	05-JUN-2018
MINCIO MINCIO	JACUZZI INC.	87184570	27-SEP-2016	5487326	05-JUN-2018
SALONE SALONE Cross References: SALON Translation: ROOM, SALON	JACUZZI INC.	87184599	27-SEP-2016	5257820	01-AUG-2017
BARREA BARREA	JACUZZI INC.	87184631	27-SEP-2016	5257821	01-AUG-2017
MINCIO MINCIO	JACUZZI INC.	87184928	27-SEP-2016	5487328	05-JUN-2018

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SALONE SALONE Translation: SALON	JACUZZI INC.	87185102	27-SEP-2016	5633397	18-DEC-2018
BARREA	JACUZZI INC.	87185137	27-SEP-2016	5633398	18-DEC-2018
RISTORRE RISTORRE	JACUZZI INC.	86899611	05-FEB-2016	5070216	25-OCT-2016
Ristorre RISTORRE Cross References: RESTORE	JACUZZI INC.	86899656	05-FEB-2016	5070217	25-OCT-2016
STELLA STELLA	JACUZZI INC.	86895025	02-FEB-2016	5031933	30-AUG-2016
SIENA SIENA	JACUZZI INC.	86888298	27-JAN-2016	5031863	30-AUG-2016
CLEANLINE CLEANLINE Cross References: CLEAN LINE	JACUZZI INC.	86793958	20-OCT-2015	5120749	10-JAN-2017
CLAREMONT CLAREMONT	SUNDANCE SPAS, INC.	86761888	18-SEP-2015	5214674	30-MAY-2017

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
MIKA MIKA	JACUZZI INC.	86683895	06-JUL-2015	5296896	26-SEP-2017
ANNA ANNA	JACUZZI INC.	86684496	06-JUL-2015	5219082	06-JUN-2017
FUZION FUZION Cross References: FUZION	JACUZZI INC.	86588704	06-APR-2015	4836730	20-OCT-2015
FAST FILL FAST FILL	JACUZZI INC.	86573564	23-MAR-2015	5643748	01-JAN-2019
ALLUSION ALLUSION Cross References: ILLUSION	JACUZZI INC.	86567287	17-MAR-2015	4836395	20-OCT-2015
BIANCA BIANCA	JACUZZI INC.	86524836	04-FEB-2015	5196040	02-MAY-2017
AQUALIBRUM AQUALIBRUM	JACUZZI INC.	86479053	12-DEC-2014	4785612	04-AUG-2015
SLMPRO SLMPRO	JACUZZI INC.	86366031	13-AUG-2014	4770333	07-JUL-2015
SIGNATURE SIGNATURE	JACUZZI INC.	86361971	08-AUG-2014	4971365	07-JUN-2016

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
PROCLEAR PROCLEAR	SUNDANCE SPAS, INC.	86258270	21-APR-2014	4661137	23-DEC-2014
TRU-LEVEL TRU-LEVEL Cross References: TRUE LEVEL	JACUZZI INC.	86254247	16-APR-2014	4617687	07-OCT-2014
CAYMAN CAYMAN	JACUZZI INC.	86251774	14-APR-2014	4761558	23-JUN-2015
FLUIDIX FLUIDIX Cross References: FLUID IX, FLUID 9	SUNDANCE SPAS, INC.	86251815	14-APR-2014	4969277	31-MAY-2016
ProClarity PROCLARITY	JACUZZI INC.	86244788	07-APR-2014	4852026	10-NOV-2015
SHOWERPRO SHOWERPRO	JACUZZI INC.	86218265	11-MAR-2014	4761373	23-JUN-2015
LUXECAST LUXECAST Cross References: LUXE CAST	JACUZZI INC.	86211067	04-MAR-2014	4860374	24-NOV-2015

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SunSmart SUNSMART Cross References: SUN SMART	SUNDANCE SPAS, INC.	86208226	28-FEB-2014	4694577	03-MAR-2015
THERAPRO THERAPRO Cross References: THE RAP PRO	JACUZZI INC.	86205394	26-FEB-2014	4572559	22-JUL-2014
CATALINA CATALINA	JACUZZI INC.	86196982	18-FEB-2014	5041559	13-SEP-2016
LINEA LINEA Translation: LINE	JACUZZI INC.	86193291	13-FEB-2014	4769708	07-JUL-2015
MCKINLEY MCKINLEY	SUNDANCE SPAS, INC.	86189282	10-FEB-2014	4615315	30-SEP-2014
EVERYONE DESERVES SOMETIME Cross References: EVERYONE DESERVES SOME TIME	JACUZZI INC.	86172566	22-JAN-2014	4572466	22-JUL-2014

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
RAMONA RAMONA	SUNDANCE SPAS, INC.	86166647	15-JAN-2014	4615295	30-SEP-2014
AVVIO Translation: START	JACUZZI INC.	86147484	18-DEC-2013	4797706	25-AUG-2015
URBINO URBINO	JACUZZI INC.	86147509	18-DEC-2013	5032275	30-AUG-2016
TORINO TORINO	JACUZZI INC.	86147535	18-DEC-2013	5032276	30-AUG-2016
MARIN MARIN	SUNDANCE SPAS, INC.	85932100	14-MAY-2013	4528234	13-MAY-2014
<small>REGISTERED TRADE MARK</small> HAPPY IN YOUR HOME	RHT, INC.	85914788	25-APR-2013	4589664	19-AUG-2014
OPTIMA OPTIMA	SUNDANCE SPAS, INC.	85881584	20-MAR-2013	4421840	22-OCT-2013
CAMEO CAMEO	SUNDANCE SPAS, INC.	85878074	16-MAR-2013	4421570	22-OCT-2013
CAPRI CAPRI	SUNDANCE SPAS, INC.	85878079	16-MAR-2013	4421571	22-OCT-2013
MAJESTA MAJESTA	SUNDANCE SPAS, INC.	85878158	16-MAR-2013	4421575	22-OCT-2013

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
ALTAMAR ALTAMAR Translation: HIGH SEAS	SUNDANCE SPAS, INC.	85877911	15-MAR-2013	4528060	13-MAY-2014
EDISON EDISON	SUNDANCE SPAS, INC.	85741480	28-SEP-2012	4393927	27-AUG-2013
PEYTON PEYTON	SUNDANCE SPAS, INC.	85741509	28-SEP-2012	4328391	30-APR-2013
BLUEWAVE BLUEWAVE Cross References: BLUE WAVE	SUNDANCE SPAS, INC.	85724507	10-SEP-2012	4502504	25-MAR-2014
FOCUS-RELIEF FOCUS-RELIEF Cross References: FOCUS RELIEF	SUNDANCE SPAS, INC.	85432339	26-SEP-2011	4526153	06-MAY-2014
ASPEN ASPEN	JACUZZI INC.	85405094	23-AUG-2011	4227295	16-OCT-2012
JACUZZI JACUZZI	JACUZZI INC.	85394327	10-AUG-2011	4440673	26-NOV-2013
SELECT SERIES SELECT SERIES	SUNDANCE SPAS, INC.	85379013	22-JUL-2011	4727894	28-APR-2015


Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SUNSTRONG SUNSTRONG Cross References: SUNSTRONG	SUNDANCE SPAS, INC.	85379041	22-JUL-2011	4335542	14-MAY-2013
ECOWRAP ECOWRAP	SUNDANCE SPAS, INC.	85375531	19-JUL-2011	4169262	03-JUL-2012
CLEARRAY CLEARRAY Cross References: CLEARRAY	SUNDANCE SPAS, INC.	85372981	15-JUL-2011	4159120	12-JUN-2012
POWERCHOICE POWERCHOICE Cross References: POWER CHOICE	JACUZZI INC.	85371367	14-JUL-2011	4215158	25-SEP-2012
PRIMO PRIMO Translation: 1	JACUZZI INC.	85358050	28-JUN-2011	4552089	17-JUN-2014
POINTPRO POINTPRO	JACUZZI INC.	85347845	16-JUN-2011	4215041	25-SEP-2012
CONSTANCE CONSTANCE	SUNDANCE SPAS, INC.	85346192	14-JUN-2011	4376973	30-JUL-2013

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
J-LX Cross References: J-LX	JACUZZI INC.	85346196	14-JUN-2011	4384473	13-AUG-2013
J-LXL J-LXL Cross References: J-LXL	JACUZZI INC.	85346208	14-JUN-2011	4411487	01-OCT-2013
REFLECTIONS REFLECTIONS	NEW DIMENSION ONE SPAS, INC.	85329160	24-MAY-2011	4087214	17-JAN-2012
SMARTSEAL SMARTSEAL Cross References: SMART SEAL	JACUZZI INC.	85203337	21-DEC-2010	4296054	26-FEB-2013
PERFECTA PERFECTA Cross References: PERFECT A	JACUZZI INC.	85196607	13-DEC-2010	3993619	12-JUL-2011
DUETTA DUETTA	JACUZZI INC.	85195134	10-DEC-2010	4010587	09-AUG-2011
MICROCLEAN MICROCLEAN	SUNDANCE SPAS, INC.	85143252	01-OCT-2010	3970109	31-MAY-2011

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
 Design Only	NEW DIMENSION ONE SPAS, INC.	77825226	11-SEP-2009	3786457	04-MAY-2010
 Design Only	NEW DIMENSION ONE SPAS, INC.	77825245	11-SEP-2009	3786458	04-MAY-2010
JACUZZI	JACUZZI INC.	77806333	17-AUG-2009	4342851	28-MAY-2013
JACUZZI	JACUZZI INC.	77806333	17-AUG-2009	4342851	28-MAY-2013
THERMOSPAS	THERMOSPAS HOT TUB PRODUCTS, INC.	77750343	02-JUN-2009	3816547	13-JUL-2010
THERMOSPAS	THERMOSPAS HOT TUB PRODUCTS, INC.	77750343	02-JUN-2009	3816547	13-JUL-2010
BONAIRE	JACUZZI INC.	77979990	29-OCT-2008	3865893	19-OCT-2010
BONAIRE	JACUZZI INC.	77979990	29-OCT-2008	3865893	19-OCT-2010
SIA	JACUZZI INC.	77435283	30-MAR-2008	3857290	05-OCT-2010
SIA	JACUZZI INC.	77435283	30-MAR-2008	3857290	05-OCT-2010
<small>COMMERCIAL ASSOCIATION</small> START YOUR DAY BEAUTIFUL	RHT INC.	77189146	24-MAY-2007	3469032	15-JUL-2008
BATHWRAPS	RHT INC.	77108284	15-FEB-2007	3370096	15-JAN-2008
BATHWRAPS	RHT INC.	77108284	15-FEB-2007	3370096	15-JAN-2008
BATHWRAPS Cross References: BATH WRAPS					

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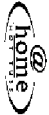

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
FINESTRA FINESTRA Translation: WINDOW	JACUZZI INC.	78969992	08-SEP-2006	3912407	25-JAN-2011
CHELSEE CHELSEE Cross References: CHELSEA	SUNDANCE SPAS, INC.	78936753	25-JUL-2006	3747876	09-FEB-2010
SALON SALON	JACUZZI INC.	78825557	28-FEB-2006	3266415	17-JUL-2007
TACOMA TACOMA	SUNDANCE SPAS, INC.	78769477	08-DEC-2005	3738228	12-JAN-2010
DENALI DENALI	SUNDANCE SPAS, INC.	78769521	08-DEC-2005	3738229	12-JAN-2010
LUNA LUNA	JACUZZI INC.	78701860	26-AUG-2005	3644973	23-JUN-2009
AMIGA AMIGA Translation: FRIEND	JACUZZI INC.	78639666	30-MAY-2005	3620920	12-MAY-2009
ELARA ELARA	JACUZZI INC.	78617911	27-APR-2005	3313661	16-OCT-2007

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TOTAL CONTROL THERAPY	THERMOSPAS HOT TUB PRODUCTS, INC.	78577598	01-MAR-2005	3269414	24-JUL-2007
TOTAL CONTROL THERAPY					
LINERS DIRECT	RHT, INC.	78552519	24-JAN-2005	3058935	14-FEB-2006
LINERS DIRECT					
SILENT AIR	JACUZZI INC.	78541351	03-JAN-2005	3905780	11-JAN-2011
SILENT AIR					
 SILENT AIR	SUNDANCE SPAS, INC.	78541390	03-JAN-2005	3066860	07-MAR-2006
LIVING THE SPALIFE Cross References: LIVING THE SPA LIFE					
IMPERIAL SPAS	SUNDANCE SPAS, INC.	78532507	14-DEC-2004	4251960	04-DEC-2012
IMPERIAL SPAS					

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REEL: 006572 FRAME: 0960

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
@HOME @HOME Cross References: AT HOME	NEW DIMENSION ONE SPAS, INC.	76613058	20-SEP-2004	3025874	13-DEC-2005
AMORE BAY AMORÉ BAY Cross References: AMORE BAY	NEW DIMENSION ONE SPAS, INC.	76601496	09-JUL-2004	3031221	20-DEC-2005
ENVIROTECT ENVIROTECT	NEW DIMENSION ONE SPAS, INC.	76590674	03-MAY-2004	3022554	06-DEC-2005
DUPREE BAY DUPREE BAY	NEW DIMENSION ONE SPAS, INC.	76570017	22-DEC-2003	2969406	19-JUL-2005
SEVILLE	NEW DIMENSION ONE SPAS, INC.	76551314	10-OCT-2003	2904457	23-NOV-2004
Lotus Bay LOTUS BAY	NEW DIMENSION ONE SPAS, INC.	76538561	20-AUG-2003	2873967	17-AUG-2004
ESPREE	JACUZZI INC.	78213006	10-FEB-2003	3776282	13-APR-2010
D1 Cross References: D 1	NEW DIMENSION ONE SPAS, INC.	76470900	25-NOV-2002	2827281	30-MAR-2004
SARENA BAY	NEW DIMENSION ONE SPAS, INC.	76467283	15-NOV-2002	2773427	14-OCT-2003
PURE AIR	JACUZZI INC.	78163650	12-SEP-2002	2821785	09-MAR-2004
AQUAFIT	NEW DIMENSION ONE SPAS, INC.	78094636	21-NOV-2001	2863562	13-JUL-2004

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
CLEARZONE Cross References: CLEAR ZONE	NEW DIMENSION ONE SPAS, INC.	76102606	04-AUG-2000	2519666	18-DEC-2001
 @ HOME HOT TUBS Cross References: AT HOME HOT TUBS	NEW DIMENSION ONE SPAS, INC.	76045032	11-MAY-2000	2526923	08-JAN-2002
ULTRALIFE	NEW DIMENSION ONE SPAS, INC.	76045033	11-MAY-2000	2557987	09-APR-2002
DIMENSION ONE SPAS Cross References: DIMENSION 1 SPAS	NEW DIMENSION ONE SPAS, INC.	75488218	20-MAY-1998	2299566	14-DEC-1999
E-Z LIFTER Cross References: EASY LIFTER	NEW DIMENSION ONE SPAS, INC.	75488219	20-MAY-1998	2349357	16-MAY-2000
 Design Only	NEW DIMENSION ONE SPAS, INC.	75198455	15-NOV-1996	2123439	23-DEC-1997
CETRA Translation: ZITHER, LYRE	JACUZZI INC.	75082847	01-APR-1996	2047590	25-MAR-1997

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
MAIORA	JACUZZI INC.	75082848	01-APR-1996	2092747	02-SEP-1997
FRESCO	JACUZZI INC.	75081678	01-APR-1996	2040520	25-FEB-1997
VERONA	JACUZZI INC.	75081680	01-APR-1996	2149702	07-APR-1998
QUASAR	JACUZZI INC.	75083397	01-APR-1996	2040551	25-FEB-1997
LUXURA	JACUZZI INC.	74688988	14-JUN-1995	1991091	06-AUG-1996
FESTIVA	JACUZZI INC.	74589029	21-OCT-1994	1928030	17-OCT-1995
CAPELLA	JACUZZI INC.	74585296	13-OCT-1994	1943791	26-DEC-1995
STEAMPRO	JACUZZI INC.	74433395	02-SEP-1993	1879185	14-FEB-1995
CRYSTALZONE Cross References: CRYSTAL ZONE	NEW DIMENSION ONE SPAS, INC.	74404921	24-JUN-1993	1894593	16-MAY-1995
SUNDANCE Cross References: SUN DANCE	SUNDANCE SPAS, INC.	74239223	21-JAN-1992	1715456	15-SEP-1992
RIVA Translation: SHORE	JACUZZI INC.	74205916	23-SEP-1991	1703100	28-JUL-1992
JACUZZI	JACUZZI INC.	74093237	31-AUG-1990	1717864	22-SEP-1992
PowerPro POWERPRO	JACUZZI INC.	73751115	12-SEP-1988	1554575	05-SEP-1989

Citation	Owner Name	Application Number	Application Date	Registration Number	Registration Date
SIGNA	JACUZZI INC.	73603618	11-JUN-1986	1424739	13-JAN-1987
WATER RAINBOW	JACUZZI INC.	73533941	24-APR-1985	1367491	29-OCT-1985
ESPREE Cross References: ESPRIT	JACUZZI INC.	73483289	04-JUN-1984	1355195	20-AUG-1985
BIANCA	JACUZZI INC.	73483302	04-JUN-1984	1329439	09-APR-1985
 JACUZZI WHIRLPOOL BATH	JACUZZI INC.	73223928	19-JUL-1979	1241022	07-JUN-1983
JACUZZI	JACUZZI INC.	73085407	28-APR-1976	1101174	05-SEP-1978

TRADEMARK