

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567964

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LMI IP, LLC		03/17/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	333 SOUTH HOPE STREET		
<b>Internal Address:</b>	19TH FLOOR		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3471433	DREAM MAKER	
<b>Registration Number:</b>	4604796	DREAMMAKER SPAS	
<b>Registration Number:</b>	5188477	AQUAREST	
<b>Registration Number:</b>	5460768	SYNCRYLIC	
<b>Registration Number:</b>	5830139	SUITE LIFE HOT TUBS	
<b>Registration Number:</b>	5878967	FREESTYLE SPAS	
<b>Registration Number:</b>	3757124	FREESTYLESPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448847		
<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>Phone:</b>	213-457-9854		
<b>Email:</b>	KSALTRICK@MCGUIREWOODS.COM		
<b>Correspondent Name:</b>	MCGUIREWOODS LLP		
<b>Address Line 1:</b>	333 S. GRAND AVENUE, SUITE 4200		
<b>Address Line 2:</b>	ATTENTION: Y.LEE, ESQ.		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071		
<b>NAME OF SUBMITTER:</b>	YOOJIN LEE		

OP \$190.00 3471433

<b>SIGNATURE:</b>	/s/ YOOJIN LEE
<b>DATE SIGNED:</b>	03/19/2020
<b>Total Attachments: 8</b> source=Jacuzzi - IP Security Agreement#page1.tif source=Jacuzzi - IP Security Agreement#page2.tif source=Jacuzzi - IP Security Agreement#page3.tif source=Jacuzzi - IP Security Agreement#page4.tif source=Jacuzzi - IP Security Agreement#page5.tif source=Jacuzzi - IP Security Agreement#page6.tif source=Jacuzzi - IP Security Agreement#page7.tif source=Jacuzzi - IP Security Agreement#page8.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Intellectual Property Security Agreement”) is entered into as of March 17, 2020, by and among **LMI IP, LLC**, a Florida limited liability company (the “Grantor”), and **BANK OF AMERICA, N.A.**, in its capacity as collateral agent for the Secured Creditors (in such capacity, the “Collateral Agent”; as further defined in the Credit Agreement referred to below).

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the Credit Agreement dated as of February 25, 2019 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Facility Agreement”), by and among (i) initially, and at all times prior to the effectiveness of the Assumption and Release (as defined in the Credit Agreement defined below), **AQUARIUS INVEST SUB, INC.**, a Delaware corporation (the “Initial Borrower”), (ii) upon and after the effectiveness of the Assumption and Release, **JACUZZI BRANDS LLC**, a Delaware limited liability company, (“Jacuzzi Brands”), **SUNDANCE SPAS, INC.**, a California corporation (“Sundance”), **JACUZZI, INC.**, a Delaware corporation (“Jacuzzi”), **NEW DIMENSION ONE SPAS, INC.**, a California corporation (“New Dimension”) and **RHT, INC., d/b/a Liners Direct**, an Illinois corporation (“RHT” and, collectively with Jacuzzi Brands, Sundance, Jacuzzi, New Dimension and RHT, the “U.S. Borrowers” and individually, a “U.S. Borrower”), (iii) upon and after the effectiveness of the Assumption and Release, Hydropool Inc., an Ontario corporation (the “Canadian Borrower”), (iv) upon and after the effectiveness of the Assumption and Release, **JACUZZI HOLDING LLC**, a Delaware limited liability company (“Holdings”), (v) upon and after the effectiveness of the Assumption and Release, 2573388 Ontario Inc., an Ontario corporation (“Canadian Holdings”), (vi) the financial institutions party thereto from time to time (the “Lenders”) and (vii) the Administrative Agent, the Lenders have agreed to provide to the Borrowers an asset-based revolving credit facility;

**WHEREAS**, the Grantor is party to that certain U.S. Guarantee and Collateral Agreement, dated as of February 25, 2019 (as it may be from time to time amended, restated, amended and restated, extended, modified or supplemented, the “U.S. Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor has granted to the Collateral Agent, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof, to execute and deliver this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office and any other appropriate governmental authorities;

**NOW, THEREFORE**, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement (as defined in the U.S. Security Agreement), the Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the U.S. Security Agreement or the Credit Agreement and used herein have the meaning given to them in the U.S. Security Agreement or the Credit Agreement, as applicable.

**SECTION 2. Grant of Security Interest in Intellectual Property Collateral.** The Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, and to secure the prompt and complete payment and performance of the Obligations, a security interest in all of its right, title and interest in, to and under all of the following property of the Grantor (the “Intellectual Property Collateral”):

(a) all of its respective patents and patent applications, including those set forth in Schedule I hereto, renewals and extensions of the foregoing;

(b) all of its respective trademark and service mark registrations and applications therefor including those set forth in Schedule II hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” under Sections 1(c) and (d) of the Lanham Act with respect thereto, solely 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 or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(c) all of its respective copyrights, including those set forth in Schedule III hereto, renewals, reversions and extensions of the foregoing and all goodwill associated with the foregoing;

(d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(e) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(f) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

**SECTION 3. U.S. Security Agreement.** The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the U.S. Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement (and are expressly subject to the terms and conditions thereof), 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 Intellectual Property Security Agreement is deemed

to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

**SECTION 4. Security for Obligations.** The grant of a security interest in the Intellectual Property Collateral by the Grantor under this Intellectual Property Security Agreement secures the payment and performance of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 5. Recordation.** The Grantor hereby authorizes and requests that (a) the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Intellectual Property Security Agreement and (b) the registrar or any other applicable government officer at the Canadian Intellectual Property Office record this Intellectual Property Security Agreement.

**SECTION 6. Grants, Rights and Remedies.** This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the U.S. 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 Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 7. Counterparts.** This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), each of which when so executed and delivered shall be an original, but all of which shall, taken together, constitute one and the same instrument.

**SECTION 8. Governing Law.** This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

GRANTOR:

LMI IP, LLC,  
a Florida limited liability company

By: 

Name: Anthony Lovallo

Title: Vice President, General Counsel & Secretary

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(LMI IP, LLC)  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 006895 FRAME: 0930**

**BANK OF AMERICA, N.A.,**  
as Administrative Agent and Collateral Agent

By: *Robert Bleichner*  
Name: Robert Bleichner  
Title: Vice President

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(LMI IP, LLC)  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 006895 FRAME: 0931**

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

**UNITED STATES PATENTS AND CANADIAN PATENTS AND INDUSTRIAL  
DESIGNS:**


<b>Title</b>	<b>Patent / publication number</b>	<b>Grantor</b>
SPA JET DESIGN	D690,429	LMI IP, LLC
SPA FILTER MEDIA	D682,390	LMI IP, LLC
SPA COVER	D708,753	LMI IP, LLC
LAMINAR FLOW SWIM SPA JET	D708,346	LMI IP, LLC
SPA EXTERIOR	D800,328	LMI IP, LLC
SPA WITH STEPS	D843,000	LMI IP, LLC
SPA WITH INTEGRATED TABLE	D837,992	LMI IP, LLC
SPA WITH INTEGRATED FOLDING TABLE	10149574	LMI IP, LLC



SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

**UNITED STATES AND CANADIAN TRADEMARKS AND TRADEMARK APPLICATIONS:**

Citation	Grantor	Registration Number	Registration Date
DREAM MAKER	LMI IP, LLC	3471433	07/22/2008
DREAM MAKER Canada	LMI IP, LLC	TMA907,44	06/29/2015
	LMI IP, LLC	4604796	09/16/2014
AQUAREST	LMI IP, LLC	5188477	04/18/2017
SYNCRYLIC	LMI IP, LLC	5460768	05/01/2018
SUITE LIFE HOT TUBS	LMI IP, LLC	5830139	08/06/2019
FREESTYLE SPAS	LMI IP, LLC	5878967	10/08/2019
FREESTYLESPA	LMI IP, LLC	3757124	03/09/2010
BEST LIFE HOT TUBS <sup>1</sup>	LMI IP, LLC	Pending	Pending

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<sup>1</sup> Intent-to-use application.

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS

None.