

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Latham Pool Products, Inc.		02/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Serial Number:	76096370	ACP ADVANCED COMPOSITE POOL	
Serial Number:	88143769	ATOM	
Serial Number:	76194463	BLUE HAWAIIAN FIBERGLASS POOLS	
Serial Number:	86052420	BLUE HAWAIIAN	
Serial Number:	85408716	CIT CARBON INFUSED TECHNOLOGY	
Serial Number:	77821989	COVERLOGIX	
Serial Number:	76614039	COVERLUXE	
Serial Number:	85203917	COVERSTAR	
Serial Number:	85617079	COVERSTAR	
Serial Number:	86042031	WE MAKE IT STRONG. WE MAKE IT EASY. COVE	
Serial Number:	76095799	CRYSTITE	
Serial Number:	78786359	ECLIPSE	
Serial Number:	90156616	FORT WAYNE POOLS	
Serial Number:	76160799	FORT WAYNE POOLS	
Serial Number:	90156615	FORT WAYNE TECHNICALLY BETTER POOLS	
Serial Number:	76096368	GEMSTONE	
Serial Number:	75814009	GRAPHEX	
Serial Number:	85408763	HYDRO ZONE	
Serial Number:	85758578	INTEGRITY POOL PRODUCTS	

CH \$1490.00 76096370

Property Type	Number	Word Mark
Serial Number:	85378934	INVIS-A-DRAIN
Serial Number:	73135293	KAFKO
Serial Number:	85407523	KAFKO
Serial Number:	90156612	L
Serial Number:	90678486	LATHAM
Serial Number:	90156608	LATHAM
Serial Number:	85706337	L LATHAM
Serial Number:	85641267	LATHAM BEHIND EVERY POOL
Serial Number:	88729626	LATHAM THE POOL COMPANY
Serial Number:	85408772	LIBERTY COMPOSITE POOLS
Serial Number:	76096369	OPALSTONE
Serial Number:	73405385	PACIFIC
Serial Number:	73082069	
Serial Number:	78319400	PACIFIC POOLS
Serial Number:	85785188	PERFORMANCE POOL PRODUCTS
Serial Number:	90287372	PERFORMANCE POOL PRODUCTS
Serial Number:	75814010	PERFORMANCE SAFETY COVER
Serial Number:	75823329	PERFORMANCE STEPS
Serial Number:	85939778	P PLASTIMAYD PRECISION CRAFTED POOL LINE
Serial Number:	73738044	PLASTIMAYD
Serial Number:	76408692	POOL COVER SPECIALISTS
Serial Number:	86460555	POOL COVER SPECIALISTS
Serial Number:	85180392	POWERFLEX
Serial Number:	85400625	PREMIER
Serial Number:	76286345	PREMIER VINYL
Serial Number:	76456864	SWIMWISE
Serial Number:	76463327	TRILOGY
Serial Number:	76463099	TRILOGY POOLS
Serial Number:	86052437	
Serial Number:	77484294	ULTRAGARD III
Serial Number:	87680367	ULTRALAST
Serial Number:	85698601	ULTRA-SEAM
Serial Number:	90287134	ULTRASEAM
Serial Number:	76098463	VIKING POOLS
Serial Number:	76098464	VIKING POOLS
Serial Number:	76098465	VIKING POOLS
Serial Number:	76098462	VIKING POOLS
Serial Number:	90118430	VIKING POOLS THE STANDARD OF FIBERGLASS

Property Type	Number	Word Mark
Serial Number:	74733247	VYN-ALL
Serial Number:	85940470	VYNALL CUSTOM POOL LINERS

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	039269-0756
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	02/23/2022

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2022 (this “Agreement”), by and among the Persons listed on the signature pages hereof (the “Grantors” and each a “Grantor”) and BARCLAYS BANK PLC (“Barclays”) as collateral agent for the Secured Parties (as defined below) (in such capacity, together with its successors and permitted assigns, “Collateral Agent”).

Reference is made to (a) that certain Credit and Guaranty Agreement dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Latham Pool Products, Inc., a Delaware corporation (the “Borrower”), Latham International Manufacturing Corp., a Delaware corporation (“Holdings”), each Subsidiary Guarantor from time to time party thereto, the lenders from time to time party thereto (collectively, the “Lenders” and each a “Lender”) and Barclays, as administrative agent and as collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”), and (b) that certain Security Agreement dated as of February 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, each Subsidiary Guarantor from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is a Grantor (as defined in the Security Agreement) under the Security Agreement and a Loan Party under the Credit Agreement. Pursuant to the terms of Security Agreement, each Grantor granted a Security Interest (as defined below) to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement (i) to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit and (ii) to secure the Secured Obligations. Accordingly, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any “intent-to-use” trademark applications prior to the filing of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto and to the extent, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal Law.

SECTION 3. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral

Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Authorization. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts; Execution. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents and any supplements) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

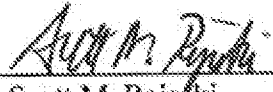
SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LATHAM POOL PRODUCTS, INC., as Grantor

By 
Name: Scott M. Rajeski
Title: Chief Executive Officer and
President

GL INTERNATIONAL, LLC, as Grantor

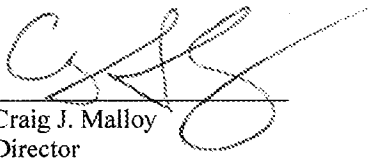
By 
Name: Scott M. Rajeski
Title: Chief Executive Officer and
President

TROJAN LEISURE PRODUCTS, LLC, as Grantor

By 
Name: Scott M. Rajeski
Title: President

Accepted and Agreed:




BARCLAYS BANK PLC,
as the Collateral Agent

By: 
Name: Craig J. Malloy
Title: Director

Signature Page to Trademark Security Agreement




Schedule I

TRADE NAMES, TRADEMARKS, SERVICES MARKS, TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

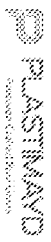
APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
76096370	July 25, 2000	ACP ADV'ED COMPOSITE POOL DESIGN 	2665227	December 24, 2002	Active	Latham Pool Products, Inc.
88143769	October 4, 2018	ATOM	6075738	June 9 2020	Active	Latham Pool Products, Inc.
76194463	January 16, 2001	BLUE HAWAIIAN FIBERGLASS POOLS	2502097	October 30, 2001	Active	Latham Pool Products, Inc.
86052420	August 30, 2013	BLUE HAWAIIAN 	4501825	March 25, 2014	Active	Latham Pool Products, Inc.
85408716	August 26, 2011	CIT CARBON INFUSED TECHNOLOGY 	4236213	November 6, 2012	Active	Latham Pool Products, Inc.
77821989	September 8, 2009	COVERLOGIX	3783930	May 4, 2010	Active	Latham Pool Products, Inc.
76614039	September 24, 2004	COVERLUXE	3151358	October 3, 2006	Active	Latham Pool Products, Inc.
85203917	December 22, 2010	COVERSTAR	3985851	June 28, 2011	Active	Latham Pool Products, Inc.





APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
85617079	May 4, 2012	COVERSTAR and Design 	4455850	December 24, 2013	Active	Latham Pool Products, Inc.
86042031	August 19, 2013	WE MAKE IT STRONG. WE MAKE IT EASY. COVERSTAR and Design 	4542467	June 3, 2014	Active	Latham Pool Products, Inc.
76095799	July 25, 2000	CRYSTITE	2648095	November 12, 2002	Active	Latham Pool Products, Inc.
78786359	January 6, 2006	ECLIPSE	3304295	October 2, 2007	Active	Latham Pool Products, Inc.
90156616	September 3, 2020	FORT WAYNE POOLS	6328463	April 20, 2021	Active	Latham Pool Products, Inc.
76160799	November 7, 2000	FORT WAYNE POOLS Design 	2623428	September 24, 2002	Active	Latham Pool Products, Inc.
90156615	September 3, 2020		6328462	April 20, 2021	Active	Latham Pool Products, Inc.
76096368	July 25, 2000	GEMSTONE	2636565	October 15, 2002	Active	Latham Pool Products, Inc.
75814009	October 4, 1999	GRAPHHEX	2445871	April 24, 2001	Active	Latham Pool Products, Inc.


APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
85408763	August 26, 2011	HYDRO ZONE (Stylized) 	4236215	November 6, 2012	Active	Latham Pool Products, Inc.
85758578	October 19, 2012	INTEGRITY POOL PRODUCTS	4444979	December 3, 2013	Active	Latham Pool Products, Inc.
85378934	July 22, 2011	INVIS-A-DRAIN	4084041	January 10, 2012	Active	Latham Pool Products, Inc.
73135293	July 25, 1977	KAFKO	1142567	December 9, 1980	Active	Latham Pool Products, Inc.
85407523	August 25, 2011	KAFKO Logo 	4170601	July 10, 2012	Active	Latham Pool Products, Inc.
90156612	September 3, 2020		6360580	May 25, 2020	Active	Latham Pool Products, Inc.
90678486	April 28, 2021	LATHAM			Pending	Latham Pool Products, Inc.
90156608	September 3, 2020	<i>Latham</i>			Pending	Latham Pool Products, Inc.
85706337	August 17, 2012	L LATHAM (Stylized) 	4463607	January 7, 2014	Active	Latham Pool Products, Inc.
85641267	June 1, 2012	LATHAM BEHIND EVERY POOL	4448578	December 10, 2013	Active	Latham Pool Products, Inc.

APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
88729626	December 17, 2019	LATHAM THE POOL COMPANY			Pending	Latham Pool Products, Inc.
85408772	August 26, 2011	LIBERTY COMPOSITE POOLS Design 	4236216	November 6, 2012	Active	Latham Pool Products, Inc.
76096369	July 25, 2000	OPALSTONE	2636566	October 15, 2002	Active	Latham Pool Products, Inc.
73405385	December 9, 1982	PACIFIC	1296241	September 18, 1984	Active	Latham Pool Products, Inc.
73082069	March 30, 1976	PACIFIC WAVE ALONE Design 	1071846	August 23, 1977	Active	Latham Pool Products, Inc.
78319400	October 28, 2003	PACIFIC POOLS Design 	2939818	April 12, 2005	Active	Latham Pool Products, Inc.
85785188	November 21, 2012	PERFORMANCE POOLS PRODUCTS	4456420	December 24, 2013	Active	Latham Pool Products, Inc.
90287372	October 29, 2020	PERFORMANCE POOLS PRODUCTS			Pending	Latham Pool Products, Inc.

TRADEMARK
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APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
75814010	October 4, 1999	PERFORMANCE SAFETY COVER	2495496	October 9, 2001	Active	Latham Pool Products, Inc.
75823329	October 14, 1999	PERFORMANCE STEPS	2661136	December 17, 2002	Active	Latham Pool Products, Inc.
85939778	May 22, 2013	P PLASTIMAYD PRECISION CRAFTED POOL LINERS	4586987	August 19, 2014	Active	Latham Pool Products, Inc.
						
73738044	July 5, 1988	PLASTIMAYD	1583720	February 20, 1990	Active	Latham Pool Products, Inc.
76408692	May 15, 2002	POOL SPECIALISTS	2790414	December 9, 2003	Active	Latham Pool Products, Inc.
86460555	November 20, 2014	POOL SPECIALISTS COVER SPECIALISTS Logo	4768682	July 7, 2015	Active	Latham Pool Products, Inc.
						
85180392	November 18, 2010	POWERFLEX	4088913	January 17, 2012	Active	Latham Pool Products, Inc.
85400625	August 17, 2011	PREMIER	4215259	September 25, 2012	Active	Latham Pool Products, Inc.
76286345	July 10, 2001	PREMIER VINYL	2653798	November 26, 2002	Active	Latham Pool Products, Inc.
76456864	October 4, 2002	SWIMWISE	2902039	November 9, 2004	Active	Latham Pool Products, Inc.
76463327	October 31, 2002	TRILOGY	2867503	July, 27, 2004	Active	Latham Pool Products, Inc.
76463099	October 31, 2002	TRILOGY POOLS	2863408	July 13, 2004	Active	Latham Pool Products, Inc.

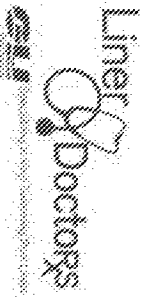
APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
86052437	August 30, 2013	TRILOGY Design 	4505445	April 1, 2014	Active	Latham Pool Products, Inc.
77484294	May 27, 2008	ULTRAGARD III	3645923	June 30, 2009	Active	Latham Pool Products, Inc.
87680367	November 10, 2017	ULTRALAST	5671269	February 5, 2019	Active	Latham Pool Products, Inc.
85698601	August 8, 2012	ULTRA-SEAM	4452209	December 17, 2013	Active	Latham Pool Products, Inc.
90287134	October 29, 2020	ULTRA-SEAM	6631495	February 1, 2022	Active	Latham Pool Products, Inc.
76098463	July 28, 2000	VIKING POOLS	2537895	February 12, 2002	Active	Latham Pool Products, Inc.
76098464	July 28, 2000	VIKING POOLS 	2482210	August 28, 2001	Active	Latham Pool Products, Inc.
76098465	July 28, 2000	VIKING POOLS Design 	2723058	June 10, 2003	Active	Latham Pool Products, Inc.
76098462	July 28, 2000	VIKING POOLS Design 	2477933	August 14, 2001	Active	Latham Pool Products, Inc.

APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION N NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
90118430	August 17, 2020	 VIKING POOLS THE STANDARD OF PERFORMANCE	6345448	May 11, 2021	Active	Latham Pool Products, Inc.
74733247	September 22, 1995	VYNALL	1987341	July 16, 1996	Active	Latham Pool Products, Inc.
85940470	May 23, 2013	VYNALL CUSTOM POOL LINERS and Design 	4586992	August 19, 2014	Active	Latham Pool Products, Inc.
73781411	February 17, 1989	CANTAR	1659741	October 8, 1991	Active	GL International, LLC
85917033	April 29, 2013	COVER DOCTORS	4530810	May 13, 2014	Active	GL International, LLC ¹
78316897	October 22, 2003	ESTATE	3019671	November 25, 2005	Active	GL International, LLC
87336784	February 15, 2017	LIFEGUARD SAFETY COVERS	5449654	April 17, 2018	Active	GL International, LLC ²
87340329	February 17, 2017	LIFEGUARD SAFETY PRODUCTS	5460198	May 1, 2018	Active	GL International, LLC ³

¹ GLI Pool Products is a registered trade name of GL International, Inc. The application to register this mark was made in the name of GLI Pool Products instead of GL International, Inc. A Section 7 amendment has been filed against this registration to correct this.

² GLI Pool Products is a registered trade name of GL International, Inc. The application to register this mark was made in the name of GLI Pool Products instead of GL International, Inc. A Section 7 amendment has been filed against this registration to correct this.

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APP. NO.	APP. DATE	TRADEMARK NAME	REGISTRATION NUMBER	REGISTRATION DATE	STATUS	CURRENT OWNER
86169352	January 18, 2014	LINER DOCTORS GLI POOL PRODUCTS SPECIALIZING IN VINYL SWIMMING POOL LINERS & DESIGN	4664779	December 30, 2014	Active	GL International, LLC ⁴
						
73781451	February 17, 1989	SECURAPPOOL	1622530	November 13, 1990	Active	GL International, LLC
74409701	July 7, 1993	SECUR & CLEAN	1906542	July 18, 1995	Active	GL International, LLC
78291063	August 22, 2003	POOLZONE	2973655	July 19, 2005	Active	GL International, LLC
87786198	February 6, 2018	TRUESTONE COLLECTION	5569519	September 25, 2018	Active	GL International, LLC ⁵
87057078	June 1, 2016	ECO-SPLASH SMART SWIMMING. GREEN LIVING.	5127924	January 24, 2017	Active	Trojan Leisure Products, LLC
78822462	February 24, 2006	RADIANT POOLS	3352138	December 11, 2007	Active	Trojan Leisure Products, LLC

⁴ GLI Pool Products is a registered trade name of GL International, Inc. The application to register this mark was made in the name of GLI Pool Products instead of GL International, Inc. A Section 7 amendment has been filed against this registration to correct this.

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86960479	March 31, 2016	THE INSULATED POOL	5173277	March 28, 2017	Active	Trojan Leisure Products, LLC
86548820	February 27, 2015	THE MIGHTY POOL	5464868	May 8, 2018	Active	Trojan Leisure Products, LLC

TRADEMARK

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RECORDED: 02/23/2022