

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maax Corporation		01/09/2007	CORPORATION:
Pearl Baths, Inc.		01/09/2007	CORPORATION:
Maax Spas (Arizona) Inc.		01/09/2007	CORPORATION:
Maax-KSD Corporation		01/09/2007	CORPORATION:
Maax Canada Inc.		01/09/2007	CORPORATION:
Aker Plastics Company Inc.		01/09/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Brookfield Bridge Lending Fund Inc., as Collateral Agent
Street Address:	BCE Place, 181 Bay
Internal Address:	Suite 300
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2T3
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 80

Property Type	Number	Word Mark
Registration Number:	3174180	ABSOLUTE
Registration Number:	2898457	ADVANTA BY MAAX
Registration Number:	2921888	ADVANTA BY MAAX
Registration Number:	2374262	AEROMAX
Registration Number:	3078631	AEROFEEL
Registration Number:	3164550	AEROLENS
Registration Number:	2518952	AHEAD OF THE WAVE
Registration Number:	2154603	AIRPOOL
Registration Number:	2805187	AUDIOMAX

CH \$2015.00 3174180

Registration Number:	2361106	BACKMAX
Registration Number:	3177185	BRIO II
Registration Number:	1267872	BUBBLE TUB
Registration Number:	3007189	COMBIMAX
Registration Number:	3002905	DELLA
Registration Number:	2964178	DESTINY
Registration Number:	3174145	ELEMENT
Registration Number:	2437840	ESCAPE
Registration Number:	3174146	ESSENCE
Registration Number:	2100937	GENNA
Registration Number:	3072826	HYDROFEEL
Registration Number:	2808470	HYDROMAX
Registration Number:	3087350	INFINITI
Registration Number:	3174215	LIVING
Registration Number:	2952871	MAAX
Registration Number:	2093986	MAAX
Registration Number:	3106206	MAAX COLLECTION
Registration Number:	3164552	MAAX ENJOY.EVERY DAY
Registration Number:	2988860	MAAX IES
Registration Number:	2869118	MAAX VILLA
Registration Number:	2100936	MANHATTAN
Registration Number:	3023463	MAXIMIZER
Registration Number:	2779494	MOONLIGHT
Registration Number:	2779493	ORIGIN
Registration Number:	2877002	POLYCRYSTAL
Registration Number:	2361202	PREMIUM BY MAAX
Registration Number:	2806821	RAINFOREST
Registration Number:	2349393	SOUVENIR
Registration Number:	2942859	STAMINA
Registration Number:	2709405	STEAMAX
Registration Number:	2770517	THERAMAX
Registration Number:	2946185	TRINITY
Registration Number:	2982225	TULLY
Registration Number:	3187905	URBAN
Registration Number:	1351569	CALIFORNIA COOPERAGE

Registration Number:	1505721	CALIFORNIA COOPERAGE
Registration Number:	1126944	CALIFORNIA COOPERAGE
Registration Number:	2827857	DURAMAAX
Registration Number:	2151453	FOOT RELIEF ZONE
Registration Number:	1519706	HORIZON
Registration Number:	2853040	INFINITI
Registration Number:	1630753	POWERWORKS
Registration Number:	1519707	SPECTRUM
Registration Number:	1676343	THERMO-LOCK
Registration Number:	2844382	SAVANNAH SPAS
Registration Number:	2888509	SAVANNAH SPAS
Registration Number:	2841790	ZONE THERAPY
Registration Number:	2344042	DAHLIA
Registration Number:	2033434	
Registration Number:	2247002	TRUE WHIRLPOOL
Registration Number:	2039952	PEARL
Registration Number:	1433739	PEARL BATHS
Registration Number:	1889784	AKER
Registration Number:	2932964	AKER
Registration Number:	1807341	SWIRLBATH SERIES
Registration Number:	2308803	BODYWRAP SYSTEM
Serial Number:	78646419	ANTIGUA
Serial Number:	78563594	AQUASENS
Serial Number:	78703458	COCOON
Serial Number:	78873167	DAHLIA
Serial Number:	78582813	E-Z PLUMB
Serial Number:	78878710	HYDROSENS
Serial Number:	77028819	ISLANDER
Serial Number:	77039328	KLEARA
Serial Number:	78873141	KUBIC
Serial Number:	78724421	MAGNOLIA
Serial Number:	78401775	TALEN
Serial Number:	78724333	TIGRIS
Serial Number:	78833405	THERMAZONE
Serial Number:	77045606	ALEXA

Serial Number:

78806854

KEYSTONE

CORRESPONDENCE DATA

Fax Number: (202)756-9299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC #721083

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

01/22/2007

Total Attachments: 13

source=maaxcorp_brookfield_tm145#page2.tif

source=maaxcorp_brookfield_tm145#page3.tif

source=maaxcorp_brookfield_tm145#page4.tif

source=maaxcorp_brookfield_tm145#page5.tif

source=maaxcorp_brookfield_tm145#page6.tif

source=maaxcorp_brookfield_tm145#page7.tif

source=maaxcorp_brookfield_tm145#page8.tif

source=maaxcorp_brookfield_tm145#page9.tif

source=maaxcorp_brookfield_tm145#page10.tif

source=maaxcorp_brookfield_tm145#page11.tif

source=maaxcorp_brookfield_tm145#page12.tif

source=maaxcorp_brookfield_tm145#page13.tif

source=maaxcorp_brookfield_tm145#page14.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of January 9, 2007 by MAAX CORPORATION ("Borrower") and each Guarantor listed on Schedule II hereto (collectively, the "Original Guarantors," together with Borrower, the "Pledgors"), in favor of BROOKFIELD BRIDGE LENDING FUND INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent") dated as of the date hereof among the Borrower, the Guarantors party thereto, Brookfield Bridge Lending Fund Inc. and the Lenders from time to time party thereto.

WITNESSETH:

WHEREAS, Pledgors are party to either the U.S. Security Agreement or the Canadian Security Agreement of even date herewith (collectively the "Security Agreements") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security Agreement Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreements. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the respective Security Agreement and Pledgors hereby acknowledge and affirm 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 respective 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 Trademark Security Agreement is deemed to conflict with the Security Agreements, the provisions of the respective Security Agreement shall control. For the avoidance of doubt, the grants hereunder by Pledgors party to the U.S. Security Agreement and the relationship hereunder between such Pledgors and Collateral Agent shall be subject to such agreement including the governing law provision thereof. For the avoidance of doubt, the grants hereunder by Pledgors party to the Canadian Security Agreement and the relationship hereunder between such Pledgors and Collateral Agent shall be subject to such agreement including the governing law provisions thereof.

SECTION 4. Termination. Upon the full payment of the Obligations (other than contingent obligations that constitute indemnification obligations that survive termination of the Credit Agreement), the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

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

Very truly yours,

MAAX CORPORATION

By: 
Name: **Denis Aubin**
Title: **Executive Vice President
& Chief Financial Officer**


MAAX CANADA INC.

By: 
Name:
Title:

PEARL BATHS, INC.

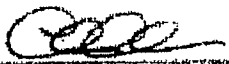
By: 
Name:
Title:

MAAX SPAS (ARIZONA) INC.

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AKER PLASTICS COMPANY INC.

By: 
Name:
Title:


MAAX-KSD CORPORATION

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:


BROOKFIELD BRIDGE LENDING FUND INC.,
as Collateral Agent


By: 
Name: Lowell Hart
Title: SL & P


[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MAAX CANADA INC.

IDENTIFICATION	Country / File Number / Registration Number
ABSOLUTE	United States 78803569 / 3174180
ADVANTA BY MAAX	United States 75891088 / 2898457
ADVANTA BY MAAX & DESIGN 	United States 75891089 / 2921888
AEROMAX	United States 75494343 / 2374262
AEROFEEL	United States 78447390 / 3078631
AEROLENS	United States 78296726 / 3164550
AHEAD OF THE WAVE	United States 75388863 / 2518952
AIRPOOL	United States 75171301 / 2154603
ANTIGUA	United States 78646419
AQUASENS	United States 78563594
AUDIOMAX	United States 75926273 / 2805187

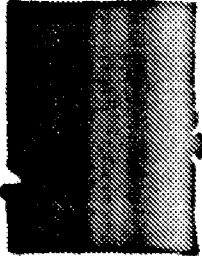
BACKMAX	United States 75388867/ 2361106
BRIO II	United States 78849850 / 3177185
BUBBLE TUB	United States 73405018/ 1267872
COCOON	United States 78703458
COMBIMAX	United States 78213712 / 3007189
DAHLIA	United States 78873167
DELLA	United States 78386878 / 3002905
DESTINY	United States 78418997 / 2964178
ELEMENT	United States 78793177 / 3174145
ESCAPE	United States 75462660/ 2437840
ESSENCE	United States 78793204 / 3174146
E-Z PLUMB & DESIGN 	United States 78582813
GENNA	United States 75080130 / 2100937
HYDROFEEL	United States 78447420 / 3072826
HYDROMAX	United States 78100858 / 2808470
HYDROSENS	United States 78878710
INFINITI	United States 78555606 / 3087350

ISLANDER	United States 77028819
KLEARA	United States 77039328
KUBIC	United States 78873141
LIVING	United States 78833664 / 3174215
MAAX	United States 78055397 / 2952871
MAAX & DESIGN  MAAX	United States 74570385/ 2093986
MAAX COLLECTION MAAX COLLECTION	United States 78541275 / 3106206
MAAX Enjoy. Every day	United States 78299894/3164552
MAAX IES	United States 78186966/2988860
MAAX VILLA	United States 78126146/2869118
MAGNOLIA	United States 78724421
MANHATTAN	United States 75080129 / 2100936
MAXIMIZER	United States 78486815 / 3023463

MOONLIGHT	United States 78127495 / 2779494
ORIGIN	United States 78127478 / 2779493
POLYCRYSTAL	United States 78137359 / 2877002
PREMIUM BY MAAK	United States 75462650 / 2361202
RAINFOREST	United States 75772212 / 2806821
SOUVENIR	United States 75508703 / 2349393
STAMINA	United States 78126517 / 2942859
STEAMAX	United States 78100896 / 2709405
TALEN	United States 78401775
THERAMAX	United States 75462661 / 2770517
TIGRIS	United States 78724333
TRINITY	United States 78408747 / 2946185
TULLY	United States 78386798 / 2982225
URBAN	United States 78364781 / 3187905

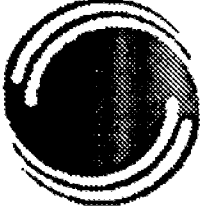

MAAK SPAS (ARIZONA) INC.

IDENTIFICATION	Country / File Number / Registration Number
CALIFORNIA COOPERAGE	United States 73517612 / 1351569
CALIFORNIA COOPERAGE	United States 73662181 / 1505721

CALIFORNIA COOPERAGE & DESSIN California Cooperage	United States 73126713 / 1126944
DURAMAAX	United States 78188149 / 2827857
FOOT RELIEF ZONE	United States 75189822 / 2151453
HORIZON	United States 73675127 / 1519706
INFINITI	United States 76517700 / 2853040
POWERWORKS	United States 74048238 / 1630753
SPECTRUM	United States 73675165 / 1519707
THERMO-LOCK	United States 74013740 / 1676343
SAVANNAH SPAS	United States 76481054 / 2844382
SAVANNAH SPAS & DESIGN 	United States 76513936 / 2888509
ZONE THERAPY	United States 78195467 / 2841790

PEARL BATHS, INC.

IDENTIFICATION	Country / File Number / Reg- istration Number
-----------------------	--


DAHLIA	United States 75443469 / 2344042
DESIGN ONLY 	United States 74701895 / 2033434
TRUE WHIRLPOOL	United States 75246312 / 2247002
PEARL & DESIGN  PEARL	United States 74726669 / 2039952
PEAR BATHS & DESIGN PEARL BATHS	United States 73611537 / 1433739
THERMAZONE	United States 78833405

AKER PLASTICS COMPANY INC.

IDENTIFICATION	Country / File Number / Registration Number
AKER	United States 74365139 / 1889784

	<p>United States 78342595 / 2932964</p>
<p>SWIRLBATH SERIES</p> 	<p>United States 74365138 / 1807341</p>
<p>BODYWRAP SYSTEM</p> 	<p>United States 75534794 / 2308803</p>

MAAX-KSD CORPORATION

IDENTIFICATION	Country / File Number / Registration Number
<p>ALEXA</p>	<p>United States 77045606</p>
<p>KEYSTONE & DESIGN</p> 	<p>United States 78806854</p>

SCHEDULE II
to
TRADEMARK SECURITY AGREEMENT
ORIGINAL GUARANTORS

NAME	ADDRESS
Pearl Baths, Inc.	9224 73rd Avenue North United States, Minneapolis, Minnesota, 55428
Maax Spas (Arizona) Inc.	25605 S. Arizona Avenue Chandler, Arizona, United States, 85248
Maax-KSD Corporation	505 Keystone Road United States, Southampton, Pennsylvania 18966
Maax Canada Inc.	640, Cameron, Sainte-Marie Beauce, Quebec, Canada G6E 1B2
Aker Plastics Company Inc.	2121 Walter Glaub Drive United States, Plymouth, Indiana 46563