

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAAX US Corp.		09/18/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	HSBC Bank Canada, as Administrative Agent
Street Address:	70 York Street, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 1S9
Entity Type:	Bank:

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	1889784	AKER
Registration Number:	2308803	BODYWRAP SYSTEM
Registration Number:	1807341	SWIRLBATH SERIES
Registration Number:	3174180	ABSOLUTE
Registration Number:	2199243	ACRYLICA COLLECTION
Registration Number:	2898457	ADVANTA BY MAAX
Registration Number:	2921888	ADVANTA BY MAAX
Registration Number:	3078631	AEROFEEL
Registration Number:	2133594	AEROLUX
Registration Number:	2374262	AEROMAX
Registration Number:	3164550	AEROSENS
Registration Number:	2518952	AHEAD OF THE WAVE
Registration Number:	2154603	AIRPOOL
Registration Number:	2932964	AKER

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Registration Number:	3179723	ANTIGUA
Registration Number:	2805187	AUDIOMAX
Registration Number:	2361106	BACKMAX
Registration Number:	3177185	BRIO II
Registration Number:	1267872	BUBBLE TUB
Registration Number:	3323923	COCOON
Registration Number:	3007189	COMBIMAX
Registration Number:	3312103	DAHLIA
Registration Number:	3002905	DELLA
Registration Number:	2964178	DESTINY
Registration Number:	2135132	DURAFOAM
Registration Number:	2145558	DURALUX
Registration Number:	3179409	E·Z PLUMB
Registration Number:	3174145	ELEMENT
Registration Number:	3174146	ESSENCE
Registration Number:	2100937	GENNA
Registration Number:	3072826	HYDROFEEL
Registration Number:	2808470	HYDROMAX
Registration Number:	3304562	HYDROSENS
Registration Number:	3323725	IMAGINE
Registration Number:	3087350	INFINITI
Registration Number:	3407848	ISLANDER
Registration Number:	3284674	KLEARA
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:	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:	3274173	TALEN
Registration Number:	3323545	THERMAX
Registration Number:	3432853	TIGRIS
Registration Number:	2946185	TRINITY
Registration Number:	2982225	TULLY
Registration Number:	3187905	URBAN
Registration Number:	3284976	ALEXA
Registration Number:	2039952	PEARL
Registration Number:	3203792	THERMAZONE
Registration Number:	2247002	TRUE WHIRLPOOL
Serial Number:	78563594	AQUASENS
Serial Number:	78434071	CASA
Serial Number:	77351052	CASABLANCA
Serial Number:	77345727	INTUITION
Serial Number:	77385215	JAZZ
Serial Number:	78873141	KUBIC
Serial Number:	78724421	MAGNOLIA
Serial Number:	77352342	MANHATTAN
Serial Number:	77454983	OPTIK
Serial Number:	77362605	VERSAILLES
Serial Number:	77367165	KEYSTONE BY MAAX
Serial Number:	77367163	AROMA-SCENTS
Serial Number:	77367164	RELEASE
Serial Number:	77222291	PEARL BATHWARE
Serial Number:	77385651	PEARL BATHS

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 202-408-3121 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

728969

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/Jean Paterson/

Date:

09/19/2008

Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of September 18, 2008 by MAAX US CORP., a Delaware corporation (the "Grantor") and HSBC BANK CANADA, in its capacity as administrative agent pursuant to the Credit Agreement in its capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantor is party to the U.S. Security Agreement dated September 17, 2008 (the "Security Agreement"), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative 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 the Grantor:

- (a) Trademarks of the Grantor 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 Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. For the avoidance of doubt, the grants hereunder by the Grantor party to the U.S. Security Agreement and the relationship hereunder between the Grantor and Administrative Agent shall be subject to such agreement including the governing law provision thereof. For the avoidance of doubt, the grants hereunder by the Grantor party to the Canadian Security Agreement and the relationship hereunder between the Grantor and Administrative Agent shall be subject to such agreement including the governing law provisions thereof.

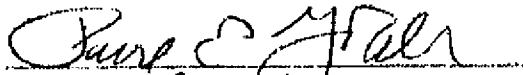
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.06 thereof the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor 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 US CORP.

By: 
Name: Paul Golden
Title: President

[SIGNATURE PAGE TO U.S. TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

HSBC BANK CANADA,
as Administrative Agent

By: 

Name: **JODY SANDERSON**
Title: **Global Relationship Manager & Director**



JASON LANG

[SIGNATURE PAGE TO U.S. TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Application No.	Registration No.
AKER	74/365139	1889784
BODYWRAP SYSTEM AND DESIGN	75/534794	2308803
SWIRLBATH SERIES AND DESIGN	74/365138	1807341

Trademark	Application No.	Registration No.
ABSOLUTE	78/803569	3174180
ACRYLICA COLLECTION & DESIGN	75/153808	2199243
ADVANTA BY MAAK	75/891088	2898457
ADVANTA BY MAAK AND DESIGN	75/891089	2921888
AEROFEEL	78/447390	3078631
AEROLUX	74/425237	2133594
AEROMAX	75/494343	2374262
AEROSENS	78/296726	3164550
AHEAD OF THE WAVE	75/388863	2518952
AIRPOOL	75/171301	2154603
AKER PLASTICS	78/342595	2932964
ANTIGUA	78/646419	3179723
AQUASENS	78/563594	
AUDIOMAX	75/926273	2805187
BACKMAX	75/388867	2361106

Trademark	Application No.	Registration No.
BRIO II	78/849850	3177185
BUBBLE TUB	73/405018	1267872
CASA	78/434071	
CASABLANCA	77/351052	
COCOON	78/703458	3323923
COMBIMAX	78/213712	3007189
DAHLIA	78/873167	3312103
DELLA	78/386878	3002905
DESTINY	78/418997	2964178
DURAFOAM	74/425238	2135132
DURALUX	74/424869	2145558
E.Z PLUMB	78/582813	3179409
ELEMENT	78/793177	3174145
ESSENCE	78/793204	3174146
GENNA	75/080130	2100937
HYDROFEEL	78/447420	3072826
HYDROMAX	78/100858	2808470
HYDROSENS	78/878710	3304562
IMAGINE	77/141684	3323725
INFINITI	78/555606	3087350
INTUITION	77/345727	
ISLANDER	77/028819	3407848
JAZZ	77/385215	
KLEARA	77/039328	3284674
KUBIC	78/873141	
LIVING	78/833664	3174215
MAAX	78/055397	2952871
MAAX AND DESIGN	74/570385	2093986
MAAX COLLECTION STYLIZED	78/541275	3106206
MAAX ENJOY EVERY DAY STYLIZED	78/299894	3164552

Trademark	Application No.	Registration No.
MAAX IES	78/186966	2988860
MAAX VILLA	78/126146	2869118
MAGNOLIA	78/724421	
MANHATTAN	77/352342	
MAXIMIZER	78/486815	3023463
MOONLIGHT	78/127495	2779494
OPTIK	77/454983	
ORIGIN	78/127478	2779493
POLYCRYSTAL	78/137359	2877002
PREMIUM BY MAAX	75/462650	2361202
RAINFOREST	75/772212	2806821
SOUVENIR	75/508703	2349393
STAMINA	78/126517	2942859
STEAMAX	78/100896	2709405
TALEN	78/401775	3274173
THERMAX	77/111514	3323545
TIGRIS	78/724333	3432853
TRINITY	78/408747	2946185
TULLY	78/386798	2982225
URBAN	78/364781	3187905
VERSAILLES	77/362605	

Trademark	Application No.	Registration No.
ALEXA	77/045606	3284976
KEYSTONE BY MAAX AND DESIGN	77/367165	

Trademark	Application No.	Registration No.
AROMA-SCENTS	77/367163	
RELEASE	77/367164	

Trademark	Application No.	Registration No.
PEARL AND DESIGN	74/726669	2039952
PEARL BATHWARE AND DESIGN	77/222291	
PEARL BATHS	77/385651	
THERMAZONE	78/833405	3203792
TRUE WHIRLPOOL	75/246312	2247002