

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.		09/18/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HSBC Bank Canada, as administrative agent
Street Address:	70 York Street, 8th Floor
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 1S9
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2898457	ADVANTA BY MAAX
Registration Number:	4232746	ADVANTA BY MAAX
Registration Number:	2932964	AKER
Registration Number:	3936273	AROMASCENTS
Registration Number:	2308803	BODYWRAP SYSTEM
Registration Number:	3179409	E-Z PLUMB
Registration Number:	3072826	HYDROFEEL
Registration Number:	2808470	HYDROMAX
Registration Number:	3304562	HYDROSENS
Registration Number:	3707383	JAZZ
Registration Number:	3633762	KEYSTONE BY MAAX
Registration Number:	2952871	MAAX
Registration Number:	3106206	MAAX COLLECTION
Registration Number:	2779494	MOONLIGHT

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Registration Number:	2779493	ORIGIN
Registration Number:	3729088	PEARL BATHS
Registration Number:	3789096	RELEASE
Registration Number:	2349393	SOUVENIR
Registration Number:	2709405	STEAMAX
Registration Number:	3203792	THERMAZONE
Registration Number:	2247002	TRUE WHIRLPOOL
Registration Number:	1267872	BUBBLE TUB
Registration Number:	1807341	SWIRLBATH SERIES
Registration Number:	1889784	AKER
Registration Number:	2033434	
Registration Number:	2039952	PEARL
Registration Number:	2093986	MAAX
Registration Number:	2361106	BACKMAX
Registration Number:	2988860	MAAX IES
Registration Number:	3187905	URBAN
Registration Number:	3274173	TALEN
Registration Number:	3284674	KLEARA
Registration Number:	3284976	ALEXA
Registration Number:	3312103	DAHLIA
Registration Number:	3323545	THERMAX
Registration Number:	3323725	IMAGINE
Registration Number:	3323923	COCOON
Registration Number:	3407848	ISLANDER
Registration Number:	3432853	TIGRIS

CORRESPONDENCE DATA

Fax Number: 3026365454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x 62348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 815075-10

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

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	09/19/2013

Total Attachments: 7

source=9-19-13 Maax US Corp-TM#page1.tif
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 18, 2013 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 18, 2008, as amended on September 18, 2013, (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. 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 respective right, title and interest in, to and under all the following Security Agreement Collateral of Grantor:

- (a) Trademarks of 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 Grantor party to the U.S. Security Agreement and the relationship hereunder between 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 Grantor party to the Canadian Security Agreement and the relationship hereunder between Grantor and Administrative Agent shall be subject to such agreement including the governing law provisions thereof.

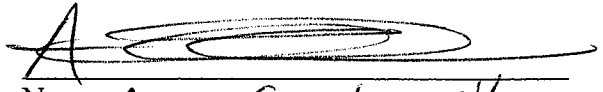
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.06 thereof the Administrative Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security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

[signature page follows]

IN WITNESS WHEREOF, 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.

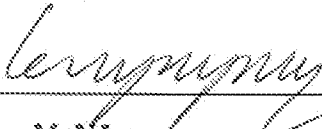
Very truly yours,

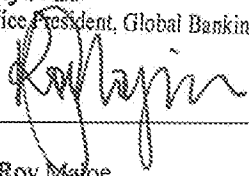
MAAX US CORP.

By: 
Name: Anna Coatsworth
Title: Secretary

Accepted and Agreed:

HSBC BANK CANADA,
as Administrative Agent

By: 
Name: My N Le
Title: Vice President, Global Banking

By: 
Name: Roy Maje
Title: Director, Global Banking

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

No.	Trademarks Found	Serial No.	Registration No.	Status
1	ADVANTA BY MAAX	75-891088	2898457	Registered
2	ADVANTA BY MAAX AND DESIGN	85-481727	4232746	Registered
3	AKER (STYLIZED LETTERS)	78-342595	2932964	Registered
4	AROMASCENTS	77-776392	3936273	Registered
5	BODYWRAP SYSTEM AND DESIGN	75-534794	2308803	Renewed
6	E.Z PLUMB AND DESIGN	78-582813	3179409	Registered
7	HYDROFEEL	78-447420	3072826	Registered
8	HYDROMAX	78-100858	2808470	Registered
9	HYDROSENS	78-878710	3304562	Registered
10	JAZZ	77-385215	3707383	Registered
11	KEYSTONE BY MAAX AND DESIGN	77-367165	3633762	Registered
12	MAAX	78-055397	2952871	Registered
13	MAAX COLLECTION (STYLIZED LETTERS)	78-541275	3106206	Registered
14	MOONLIGHT	78-127495	2779494	Registered
15	ORIGIN	78-127478	2779493	Registered
16	PEARL BATHS	77-385651	3729088	Registered
17	RELEASE	77-367164	3789096	Registered
18	SOUVENIR	75-508703	2349393	Renewed
19	STEAMAX	78-100896	2709405	Renewed
20	THERMAZONE	78-833405	3203792	Registered
21	TRUE WHIRLPOOL	75-246312	2247002	Renewed
22	BUBBLE TUB	73-405018	1267872	Renewed
23	SWIRLBATH SERIES	74-365138	1807341	Renewed
24	AKER	74-365139	1889784	Renewed
25	(Design)	74-701895	2033434	Renewed
26	PEARL	74-726669	2039952	Renewed
27	MAAX	74-570385	2093986	Renewed
28	BACKMAX	75-388867	2361106	Renewed
29	MAAX IES	78-186966	2988860	Registered
30	URBAN	78-364781	3187905	Registered
31	TALEN	78-401775	3274173	Registered
32	KLEARA	77-039328	3284674	Registered
33	ALEXA	77-045606	3284976	Registered
34	DAHLIA	78-873167	3312103	Registered

No.	Trademarks Found	Serial No.	Registration No.	Status
35	THERMAX	77-111514	3323545	Registered
36	IMAGINE	77-141684	3323725	Registered
37	COCOON	78-703458	3323923	Registered
38	ISLANDER	77-028819	3407848	Registered
39	TIGRIS	78-724333	3432853	Registered