

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fox Pool Corporation		09/24/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	9550 W Higgins Road, 8th Floor		
Internal Address:	c/o Jerry Kallio		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	4075332	PEN FABRICATORS	
Registration Number:	4075331	CLEAN LINE	
Registration Number:	4055596	PEN FABRICATORS	
Registration Number:	3486476	FOX POOL	
Registration Number:	3819943	ULTIMATE ABOVEGROUND POOL	
Registration Number:	3164333	LEISURESCAPING	
Registration Number:	2038996	WATERFALL	
Registration Number:	1755324	X-BRACE	
Registration Number:	1745820	BUDDY SEAT	
Registration Number:	1775114	SOCIALIZER	
Registration Number:	1807538	FOXXX LOCK-IN	
Registration Number:	1224266	FOXXX LOCK-IN COVER	
Registration Number:	1207844	FOX GARD	
Registration Number:	1586781	SLIM-SWIM	
Registration Number:	1470667	SPORT POOL	
Registration Number:	1259447	COVER KEEPER	
Registration Number:	1210386	AMISH COUNTRY	
Registration Number:	1155888	SERVIPOOL	
TRADEMARK			

OP \$590.00 4075332

Property Type	Number	Word Mark
Registration Number:	1106118	FOXXX
Registration Number:	1106117	FOXXX
Registration Number:	1116037	THE STRONGEST NAME IN POOLS
Registration Number:	954839	FOXXX THE STRONGEST NAME IN POOLS
Registration Number:	4479094	PEN FAB

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Jonathan Stoian, Esq.

Address Line 1: 100 Light Street

Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Jonathan Stoian, ESQ
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	10/02/2014

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, FOX POOL CORPORATION, a Pennsylvania corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB FINANCIAL BANK, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of September 24, 2014, among the Grantor, Fox Pool Canada Limited, Marquis Corp., Relaxation Concepts, Inc. and Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

FOX POOL CORPORATION,
a Pennsylvania corporation

By: *Jeffery C. Kurth*
Name: *Jeffery C. Kurth*
Title: Vice President

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____
Name: Raphael Shin
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

FOX POOL CORPORATION,
a Pennsylvania corporation


By: _____

Name: Jeffery C. Kurth

Title: Vice President

GRANTEE:

MB FINANCIAL BANK, N.A.

By:  _____

Name: Raphael Shin

Title: Senior Vice President

**FOX POOL CORPORATION
PATENTS**

COUNTRY	PATENTS	PATENT #	ISSUE DATE	OWNER
U.S.A.	SWIMMING POOL WITH BENCH SEATING MODULE	7,971,286	7/5/2011	FOX POOL CORPORATION
U.S.A.	SWIMMING POOL/SPA INTEGRATED STRUCTURE	5,727,264	3/17/1998	FOX POOL CORPORATION
U.S.A.	ADD-ON SEAT MODULE FOR SWIMMING POOL	5,333,322	8/2/1994	FOX POOL CORPORATION
U.S.A.	COMBINATION SWIMMING POOL WITH WALL SEAT MODULE	5,228,148	7/20/1993	FOX POOL CORPORATION
U.S.A.	MULTIPLE ACCESSORY SWIMMING POOL COPING	5,107,551	4/28/1992	FOX POOL CORPORATION
U.S.A.	SWIMMING POOL WITH IMPROVED WALL STRENGTHENING MEANS	4,797,957	1/17/1989	FOX POOL CORPORATION
U.S.A.	PLASTIC SHEET MATERIAL FOR A POOL LINER	D293,039	12/1/1987	FOX POOL CORPORATION
U.S.A.	SWIMMING POOL COPING	4,457,119	7/3/1984	FOX POOL CORPORATION
U.S.A.	SWIMMING POOL COVER OR DOME BEAD CONSTRUCTION	4,429,425	2/7/1984	FOX POOL CORPORATION
U.S.A.	GROUND WATER LEVEL CONTROL SYSTEM	4,227,266	10/14/1980	FOX POOL CORPORATION
U.S.A.	FLOATING THERAPY POOL	4,126,905	11/28/1978	FOX POOL CORPORATION
U.S.A.	SWIMMING POOL MODULAR CONSTRUCTION	4,047,340	9/13/1977	FOX POOL CORPORATION
U.S.A.	SWIMMING POOL MODULAR CONSTRUCTION	3,975,874	8/24/1976	FOX POOL CORPORATION

**FOX POOL CORPORATION
TRADEMARKS**

COUNTRY	TRADEMARK	REGISTRATION #	ISSUE DATE	OWNER
U.S.A.	PEN FAB	4479094	2/4/2014	FOX POOL CORPORATION
U.S.A.	PEN FABRICATORS	4075332	12/20/2011	FOX POOL CORPORATION
U.S.A.	CLEAN LINE	4075331	12/20/2011	FOX POOL CORPORATION
U.S.A.	PEN FABRICATORS	4055596	11/15/2011	FOX POOL CORPORATION
U.S.A.	FOX POOL	3486476	8/12/2008	FOX POOL CORPORATION
U.S.A.	ULTIMATE ABOVEGROUND POOL	3819943	7/13/2010	FOX POOL CORPORATION
U.S.A.	LEISURESCAPING	3164333	10/31/2006	FOX POOL CORPORATION
U.S.A.	WATERFALL	2038996	2/18/1997	FOX POOL CORPORATION
U.S.A.	X-BRACE	1755324	3/2/1993	FOX POOL CORPORATION
U.S.A.	BUDDY SEAT	1745820	1/12/1993	FOX POOL CORPORATION
U.S.A.	SOCIALIZER	1775114	6/8/1993	FOX POOL CORPORATION
U.S.A.	FOXXX LOCK-IN	1807538	11/30/1993	FOX POOL CORPORATION
U.S.A.	FOXXX LOCK-IN COVER	1224266	1/18/1983	FOX POOL CORPORATION
U.S.A.	FOX GARD	1207844	9/14/1982	FOX POOL CORPORATION
U.S.A.	SLIM-SWIM	1586781	3/13/1990	FOX POOL CORPORATION
U.S.A.	SPORT POOL	1470667	12/29/1987	FOX POOL CORPORATION
U.S.A.	COVER KEEPER	1259447	11/29/1983	FOX POOL CORPORATION
U.S.A.	AMISH COUNTRY	1210386	9/28/1982	FOX POOL CORPORATION
U.S.A.	SERVIPOOL	1155888	5/26/1981	FOX POOL CORPORATION
U.S.A.	FOXXX	1106118	11/14/1978	FOX POOL CORPORATION
U.S.A.	FOXXX	1106117	11/14/1978	FOX POOL CORPORATION
U.S.A.	THE STRONGEST NAME IN POOLS	1116037	4/3/1979	FOX POOL CORPORATION
U.S.A.	FOXXX THE STRONGEST NAME IN POOLS	0954839	3/13/1973	FOX POOL CORPORATION

TRADEMARK