

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413446

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		01/23/2017	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maax Spas Industries Corp.		
<b>Street Address:</b>	25605 South Arizona Avenue		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85248		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2888509	SAVANNAH SPAS	
<b>Registration Number:</b>	2853040	INFINITI	
<b>Registration Number:</b>	2844382	SAVANNAH SPAS	
<b>Registration Number:</b>	2841790	ZONE THERAPY	
<b>Registration Number:</b>	2827857	DURAMAAX	
<b>Registration Number:</b>	2770517	THERAMAAX	
<b>Registration Number:</b>	2151453	FOOT RELIEF ZONE	
<b>Registration Number:</b>	2033434		
<b>Registration Number:</b>	1676343	THERMO-LOCK	
<b>Registration Number:</b>	1630753	POWERWORKS	
<b>Registration Number:</b>	1519707	SPECTRUM	
<b>Registration Number:</b>	1519706	HORIZON	
<b>Registration Number:</b>	1505721	CALIFORNIA COOPERAGE	
<b>Registration Number:</b>	1351569	CALIFORNIA COOPERAGE	
<b>Registration Number:</b>	1126944	CALIFORNIA COOPERAGE	
<b>Serial Number:</b>	77387153	POWERPOOL	
<b>Serial Number:</b>	77387150	HYDROSPORT	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$440.00 2888509

**Fax Number:** 2127352000

***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:** 212-735-2811

**Email:** mribando@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom

**Address Line 1:** Four Times Square

**Address Line 2:** Monique L. Ribando

**Address Line 4:** NEW YORK, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	072320/44
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<b>NAME OF SUBMITTER:</b>	Oren Epstein
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<b>SIGNATURE:</b>	/OE/
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<b>DATE SIGNED:</b>	01/24/2017
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**Total Attachments: 8**

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**RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Release"), dated as of January 23, 2017 is made by and among Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, located at 100 West Washington Street, Phoenix, Arizona 85003 (the "Assignor") and Maax Spas Industries Corp., a Delaware corporation, located at 25605 South Arizona Avenue, Chandler, Arizona 85248 (the "Assignee").

Recitals

WHEREAS, the Assignor and the Assignee entered into a Credit and Security Agreement, dated as of December 18, 2008 (as amended, supplemented, or restated from time to time, the "Credit Agreement");

WHEREAS, the Assignor and the Assignee entered into a Patent and Trademark Security Agreement, dated as of December 18, 2008 (as amended, supplemented, or restated from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Assignee irrevocably pledged and assigned to, and granted the Assignor a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in all of the Assignee's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as then existing or thereafter arising or acquired, including without limitation the patents listed on Exhibit A hereto (the "Patents") and in all of the Assignee's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as then existing or thereafter arising or acquired, including, without limitation, the marks listed on Exhibit B hereto (the "Trademarks") to secure payment of the Obligations.

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on February 4, 2009, at Reel/Frame 3929/0544; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate, release, and discharge fully its Security Interest in the Patents and in the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

Section 1. Defined Terms. All terms that are defined in the Security Agreement that are not otherwise defined herein or in the Recitals hereto shall have the meanings given to them

in the Security Agreement.

Section 2. Release of Security Interest. The Assignor hereby terminates, releases and discharges fully its Security Interest in the Patents and in the Trademarks, including, without limitation, the Patents and Trademarks listed on Exhibit A and Exhibit B hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Patents and in the Trademarks to the Assignee. The Assignor hereby acknowledges and agrees that the Security Agreement is hereby terminated.

Section 3. Recordation. The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with any applicable filing office in order to memorialize the release of the security interest of the Assignor in the Patents and Trademarks, and/or (iii) otherwise record or file this Release in any applicable governmental office or agency.

Section 4. Further Assurances. The Assignor hereby agrees to execute and deliver to the Assignee all termination statements, releases and similar documents that the Assignee (or its respective agent or designee) shall reasonably request in order to confirm this Release and the Assignee's right, title, and interest in or to the Patents and Trademarks, at the Assignee's sole cost and expense.

Section 5. Miscellaneous. This Release has been duly and validly authorized by all necessary action, corporate or otherwise. A carbon, photographic or other reproduction of this Release shall have the same force and effect as the original for all purposes. This Release shall be governed by the internal law of Arizona without regard to conflicts of law provisions.

Section 6. Counterparts. This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Release of Security Interest in Patents and Trademarks as of the date written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division, as Assignor

By: Eric Meyer  
Name: Eric Meyer  
Title: VP

MAAX SPAS INDUSTRIES CORP.,  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Release of Patents and Trademarks Security Interest]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Release of Security Interest in Patents and Trademarks as of the date written above.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, acting through its Wells  
Fargo Business Credit operating division, as  
Assignor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MAAX SPAS INDUSTRIES CORP.,  
as Assignee

By: Michael Treuace

Name: Michael Treuace

Title: Director

[Signature Page to Release of Patents and Trademarks Security Interest]

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
JET WATER DIFFUSER	D407139	March 23, 1999

FOREIGN ISSUED PATENTS

**NONE**

PATENTS PENDING

**NONE**

FOREIGN PATENTS PENDING

**NONE**

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE  
MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SAVANNA SPAS design	2,888,509	September 28, 2004
INFINITI	2,853,040	June 15, 2004
SAVANNA SPAS	2,844,382	May, 25, 2004
ZONE THERAPY	2,841,790	May 11, 2004
DURAMAX	2,827,857	March 30, 2004
THERAMAX	2,770,517	October 7, 2003
FOOT RELIEF ZONE	2,151,453	April 14, 1998
Design	2,033,434	January 28, 1997
THERMO-LOCK	1,676,343	February 18, 1992
POWERWORKS	1,630,753	January 8, 1991
SPECTRUM	1,519,707	January 10, 1989



HORIZON	1,519,706	January 10, 1989
CALIFORNIA COOPERAGE	1,505,721	September 27, 1988
CALIFORNIA COOPERAGE	1,351,569	July 30, 1985
CALIFORNIA COOPERAGE	1,126,944	November 20, 1979

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
POWERPOOL	77/387153	February 2, 2008
HYDROSPORT	77/387150	February 2, 2008

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

LIFESTYLE SPAS  
ESCAPE  
BACK THERAPY STATION  
CAPTAIN'S CHAIR  
HYDROMAX  
ROLL-TOP

FOREIGN REGISTERED MARKS

NONE

FOREIGN TRADEMARK APPLICATIONS

NONE