

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429016

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Swan Surfaces, LLC		05/25/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	11 MADISON AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1521691	SWANSTONE
Registration Number:	2033312	SWANSTONE
Registration Number:	2190449	SWANSTONE
Registration Number:	2792971	VERITEK
Registration Number:	3193148	THERE IS NOTHING LIKE SWANSTONE
Registration Number:	3284336	SWANTILE
Registration Number:	3835969	OUR PLANET

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

OP \$190.00 1521691

ATTORNEY DOCKET NUMBER:	F170371 TM 2nd Lien
NAME OF SUBMITTER:	Rachel Klein
SIGNATURE:	/Rachel Klein/
DATE SIGNED:	05/26/2017

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by Swan Surfaces, LLC (the "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch, as administrative agent and collateral agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF9 Pharaoh Holdings LLC, a Delaware limited liability company (including its permitted successors, "Holdings"), and American Bath Group, LLC, a Delaware limited liability company (including its permitted successors, the "Borrower") have entered into a Second Lien Credit Agreement, dated as of September 30, 2016 with the several banks and other financial institutions or entities from time to time party thereto as lenders and the Administrative Agent (as amended by that certain First Amendment, dated as of January 23, 2017, and as further amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), among the Borrower, Holdings, the guarantors party thereto, the lenders party thereto from time to time and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor shall have executed and delivered an assumption agreement to that certain Second Lien Guarantee and Collateral Agreement, dated as of September 30, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the assumption agreement to the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent the Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. The Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.


SECTION 7 Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, with respect to the Collateral and Liens securing any Second Lien Obligations are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Agreement with respect to the Collateral and Liens securing any Second Lien Obligations the provisions of the Intercreditor Agreement shall prevail. As used in this Section 7, "Second Lien Obligations" shall have the meaning given to such term in the Intercreditor Agreement.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

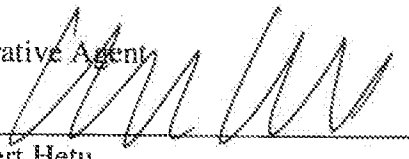
SWAN SURFACES, LLC

By: _____ 

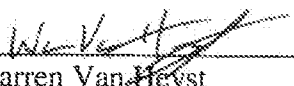
Name: Anthony Ricketts

Title: Chief Financial Officer, Treasurer and Secretary

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**
as Administrative Agent

By:  _____

Name: Robert Hetu
Title: Authorized Signatory

By:  _____

Name: Warren Van Heyst
Title: Authorized Signatory

[Signature Page to Second Lien IP Security Agreement]

{{3650509}}

COPYRIGHTS

None.

TRADEMARKS

<u>Owner</u>	<u>Trade Mark</u>	<u>Registration No.</u>	<u>Expiration Date, if Applicable</u>
Swan Surfaces, LLC	SWANSTONE	1,521,691	
Swan Surfaces, LLC	SWANSTONE	2,033,312	
Swan Surfaces, LLC	SWANSTONE	2,190,449	
Swan Surfaces, LLC	VERITEK	2,792,971	
Swan Surfaces, LLC	THERE IS NOTHING LIKE SWANSTONE	3,193,148	
Swan Surfaces, LLC	SWANTILE	3,284,336	
Swan Surfaces, LLC	OUR PLANET	3,835,969	

PATENTS

Registered Owner	Title	Registration or Application Number	Expiration Date (if applicable)
Swan Surfaces, LLC	LAVATORY BOWL	D506,814	6/28/2019
Swan Surfaces, LLC	DECORATIVE BOWL	D508,282	8/19/2019
Swan Surfaces, LLC	DOUBLE BOWL SINK WITH LOW PARTITION	D552,223	10/04/2021
Swan Surfaces, LLC	BILEVEL SUMP SINK	D552,721	10/12/2021
Swan Surfaces, LLC	DOUBLE BOWL SINK	D554,239	11/01/2021
Swan Surfaces, LLC	SINGLE BOWL SINK	D557,388	12/13/2021
Swan Surfaces, LLC	SINK WITH ARCED BOWL BACK WALLS	D746,419	12/29/2029
Swan Surfaces, LLC	SINK WITH DIFFERENT SIZE BOWLS	D746,420	12/29/2029