

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434257

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jacuzzi Inc.		06/28/2017	Corporation: DELAWARE
KLI, Inc.		06/28/2017	Corporation: DELAWARE
New Dimension One Spas, Inc.		06/28/2017	Corporation: CALIFORNIA
Outdoor Products LLC		06/28/2017	Limited Liability Company: DELAWARE
Sundance Spas, Inc.		06/28/2017	Corporation: CALIFORNIA
Thermospas Hot Tub Products, Inc.		06/28/2017	Corporation: DELAWARE
RHT Inc.		06/28/2017	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Nomura Corporate Funding Americas, LLC
Street Address:	309 W. 49th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 118

Property Type	Number	Word Mark
Registration Number:	4836395	ALLUSION
Registration Number:	3620920	AMIGA
Registration Number:	5219082	ANNA
Registration Number:	4785612	AQUALIBRIUM
Registration Number:	4227295	ASPEN
Registration Number:	4797706	AVVIO
Registration Number:	5196040	BIANCA
Registration Number:	3865893	BONAIRE
Registration Number:	1943791	CAPELLA
Registration Number:	5041559	CATALINA
Registration Number:	4761558	CAYMAN

CH \$2965.00 4836395

Property Type	Number	Word Mark
Registration Number:	2047590	CETRA
Registration Number:	5120749	CLEANLINE
Registration Number:	4010587	DUETTA
Registration Number:	3313661	ELARA
Registration Number:	3776282	ESPREE
Registration Number:	4572466	EVERYONE DESERVES SOMETIME
Registration Number:	3912407	FINESTRA
Registration Number:	2040520	FRESCO
Registration Number:	4836730	FUZION
Registration Number:	4342851	JACUZZI
Registration Number:	4029024	JACUZZI
Registration Number:	1717864	JACUZZI
Registration Number:	1101174	JACUZZI
Registration Number:	4440673	JACUZZI
Registration Number:	3944537	JACUZZI
Registration Number:	3938235	JACUZZI
Registration Number:	1241022	JACUZZI WHIRLPOOL BATH
Registration Number:	4384473	J-LX
Registration Number:	4411487	J-LXL
Registration Number:	4769708	LINEA
Registration Number:	3644973	LUNA
Registration Number:	4860374	LUXECAST
Registration Number:	1991091	LUXURA
Registration Number:	2092747	MAJORA
Registration Number:	3993619	PERFECTA
Registration Number:	4215041	POINTPRO
Registration Number:	4215158	POWERCHOICE
Registration Number:	1554575	POWERPRO
Registration Number:	4552089	PRIMO
Registration Number:	4852026	PROCLARITY
Registration Number:	2821785	PURE AIR
Registration Number:	5070216	RISTORRE
Registration Number:	5070217	RISTORRE
Registration Number:	1703100	RIVA
Registration Number:	3266415	SALON
Registration Number:	4761373	SHOWERPRO
Registration Number:	3857290	SIA
Registration Number:	5031863	SIENA

Property Type	Number	Word Mark
Registration Number:	1424739	SIGNA
Registration Number:	4971365	SIGNATURE
Registration Number:	3905780	SILENT AIR
Registration Number:	4770333	SLIMPRO
Registration Number:	4296054	SMARTSEAL
Registration Number:	5031933	STELLA
Registration Number:	4572559	THERAPRO
Registration Number:	5032276	TORINO
Registration Number:	4617687	TRU-LEVEL
Registration Number:	5032275	URBINO
Registration Number:	2149702	VERONA
Registration Number:	1367491	WATER RAINBOW
Registration Number:	3058935	LINERS DIRECT
Registration Number:	3025874	@HOME
Registration Number:	2526923	@ HOME HOT TUBS
Registration Number:	3031221	AMORÉ BAY
Registration Number:	2863562	AQUAFIT
Registration Number:	2519666	CLEARZONE
Registration Number:	1894593	CRYSTALZONE
Registration Number:	2827281	D1
Registration Number:	3786457	
Registration Number:	3786458	
Registration Number:	2299566	DIMENSION ONE SPAS
Registration Number:	2123439	
Registration Number:	2969406	DUPREE BAY
Registration Number:	3022554	ENVIROTECT
Registration Number:	2349357	E-Z LIFTER
Registration Number:	2873967	LOTUS BAY
Registration Number:	4087214	REFLECTIONS
Registration Number:	2773427	SARENA BAY
Registration Number:	2904457	SEVILLE
Registration Number:	2557987	ULTRALIFE
Registration Number:	5101648	SALTWATER ANGEL
Registration Number:	3370096	BATHWRAPS
Registration Number:	4589664	HAPPY IN YOUR HOME
Registration Number:	3469032	START YOUR DAY BEAUTIFUL
Registration Number:	4528060	ALTAMAR
Registration Number:	4502504	BLUEWAVE

Property Type	Number	Word Mark
Registration Number:	3335095	CAMDEN
Registration Number:	4421570	CAMEO
Registration Number:	4421571	CAPRI
Registration Number:	3747876	CHELSEE
Registration Number:	5214674	CLAREMONT
Registration Number:	4159120	CLEARRAY
Registration Number:	4376973	CONSTANCE
Registration Number:	3738229	DENALI
Registration Number:	4169262	ECOWRAP
Registration Number:	4393927	EDISON
Registration Number:	4969277	FLUIDIX
Registration Number:	4526153	FOCUS-RELIEF
Registration Number:	3897572	HARTFORD
Registration Number:	3897573	HAWTHORNE
Registration Number:	4251960	IMPERIAL SPAS
Registration Number:	3066860	LIVING THE SPALIFE
Registration Number:	4421575	MAJESTA
Registration Number:	4528234	MARIN
Registration Number:	4615315	MCKINLEY
Registration Number:	3970109	MICROCLEAN
Registration Number:	4421840	OPTIMA
Registration Number:	4328391	PEYTON
Registration Number:	4661137	PROCLEAR
Registration Number:	4615295	RAMONA
Registration Number:	4727894	SELECT SERIES
Registration Number:	1715456	SUNDANCE
Registration Number:	4694577	SUNSMART
Registration Number:	4335542	SUNSTRONG
Registration Number:	3738228	TACOMA
Registration Number:	3816547	THERMOSPAS
Registration Number:	3269414	TOTAL CONTROL THERAPY

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

TRADEMARK

REEL: 006101 FRAME: 0197

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 26152.21000

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 07/07/2017

Total Attachments: 22

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 28, 2017, is among the Persons listed on the signature pages hereof (collectively, the “Pledgors”) and Nomura Corporate Funding Americas, LLC, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, JACUZZI BRANDS LLC, a Delaware limited liability company, as the Borrower (the “Borrower”) and JACUZZI HOLDING LLC, a Delaware limited liability company (“Holdings”) have entered into the Credit Agreement dated as of June 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders and other parties party thereto and the Administrative Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders, each Pledgor has executed and delivered that certain Security Agreement dated June 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Pledgors from time to time party thereto and the Administrative Agent.

WHEREAS, under the terms of the Security Agreement, the Pledgors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Pledgors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and/or the United States Copyright Office (the “USCO”), as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Section 1. Grant of Security. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, each Pledgor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

- (i) all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);
- (ii) all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that

no security interest shall be granted in any United States “intent to use” trademark application or intent-to-use service mark application filed pursuant to Section 1(b) of the Lanham Act, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Pledgor’s right, title or interest therein or any trademark or service mark issues as a result of such application under applicable federal law, after which period such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral), together with the good will symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this IP Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Obligations that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc. (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.


(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, each Pledgor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

PLEDGORS

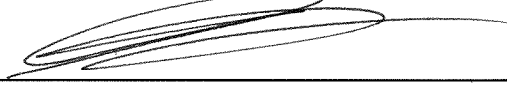
JACUZZI INC.

By: 
Name: Anthony F. Lovallo
Title: Vice President, General Counsel and Secretary


KLI, INC.

By: 
Name: Anthony F. Lovallo
Title: Vice President, General Counsel and Secretary


NEW DIMENSION ONE SPAS, INC.

By: 
Name: Anthony F. Lovallo
Title: Vice President, General Counsel and Secretary

OUTDOOR PRODUCTS LLC

By: 
Name: Anthony F. Lovallo
Title: Vice President, General Counsel and Secretary

SUNDANCE SPAS, INC.

By: 
Name: Anthony F. Lovallo
Title: Vice President, General Counsel and Secretary

THERMOSPAS HOT TUB PRODUCTS, INC.

By: 

Name: Anthony F. Lovallo

Title: Vice President, General Counsel and
Secretary

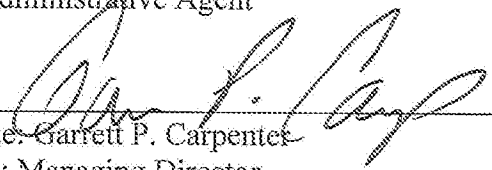
RHT INC.

By: 

Name: Anthony F. Lovallo

Title: Vice President, General Counsel and
Secretary

NOMURA CORPORATE FUNDING AMERICAS, LLC,
as Administrative Agent

By: 
Name: Garrett P. Carpenter
Title: Managing Director

**SCHEDULE A
PATENTS**

<u>Pledgor</u>	<u>Title</u>	<u>Country</u>	<u>Patent or Application Number</u>	<u>Original Filing Date</u>	<u>Issue Date</u>
Jacuzzi Inc.	Control Panel for Bath/Shower System	United States	D592,738	04/09/2008	05/19/2009
Jacuzzi Inc.	Skirt Panel	United States	9,416,538	11/02/2012	08/16/2016
Jacuzzi Inc	Water Jet	United States	D620,598	04/10/2008	07/27/2010
Jacuzzi Inc	Water Jet	United States	D629,116	05/17/2010	12/14/2010
Jacuzzi Inc	SPA WEIR SYSTEM	United States	6,453,483	10/16/2001	9/24/2002
Jacuzzi Inc	BATHTUB	United States	D511819	1/15/2004	11/22/2005
Jacuzzi Inc	FAUCET	United States	D513059	1/14/2004	12/20/2005
Jacuzzi Inc	Walk-In Tub Door Assembly	United States	14161340	1/22/2014	
Jacuzzi Inc	Walk-In Tub Door Assembly	United States	15496701	4/25/2017	
New Dimension One Spas, Inc.	Curvilinear spa frame	United States	6,839,919	10/23/2002	01/11/2005
New Dimension One Spas, Inc.	Curvilinear spa frame	United States	9,125,794	1/31/2007	9/18/2015
New Dimension One Spas, Inc.	Curvilinear spa frame	United States	D594,560	6/30/2004	6/16/2009
New Dimension One Spas, Inc.	Flexing support in a spa	United States	7,310,835	06/18/2004	12/25/2007
New Dimension One Spas, Inc.	Tactile therapy system for spas	United States	6,857,139	10/23/2002	02/22/2005

Pledgor	Title	Country	Patent or Application Number	Original Filing Date	Issue Date
New Dimension One Spas, Inc.	Tactile therapy system for spas	United States	7,013,503	01/11/2005	03/21/2006
New Dimension One Spas, Inc.	Spa or pool switch	United States	6,775,863	10/23/2002	08/17/2004
New Dimension One Spas, Inc.	Inductive peripheral	United States	7,178,178	11/12/2004	02/20/2007
New Dimension One Spas, Inc.	Spa body support	United States	D482,126	10/23/2002	11/11/2003
New Dimension One Spas, Inc.	Spa shell	United States	D495,802	09/10/2003	09/07/2004
New Dimension One Spas, Inc.	Spa shell	United States	D484,607	10/23/2002	12/30/2003
New Dimension One Spas, Inc.	Spa Shaped CD	United States	D501,010	09/25/2003	01/18/2005
New Dimension One Spas, Inc.	Tile-line logo	United States	D544,611	12/01/2004	06/12/2007
New Dimension One Spas, Inc.	Triangular curvilinear spa shell	United States	D547,876	11/29/2004	07/31/2007
New Dimension One Spas, Inc.	Triangular curvilinear spa shell with steps	United States	D547,877	11/29/2004	07/31/2007

Pledgor	Title	Country	Patent or Application Number	Original Filing Date	Issue Date
New Dimension One Spas, Inc.	Hydrotherapy mounting apparatus and exercise system	United States	7,597,652	08/01/2002	10/06/2009
New Dimension One Spas, Inc.	Lighting fixture	United States	7,604,364	02/20/2007	10/20/2009
New Dimension One Spas, Inc.	Water treatment system	United States	7,884,335	01/18/2008	02/08/2011
New Dimension One Spas, Inc.	Jet for water containment vessels	United States	8,069,505	02/20/2007	12/06/2011
New Dimension One Spas, Inc.	CURVILINEAR SPA	United States	14/834,625	8/25/2015	
Sundance Spas, Inc.	Raised Edge of a Spas	United States	D585,140	10/31/2005	01/20/2009
Sundance Spas, Inc.	Spa Jet	United States	D592,311	10/25/2007	05/12/2009
Sundance Spas, Inc.	Spa Jet	United States	D594,129	12/08/2008	06/09/2009
Sundance Spas, Inc.	Spa Rim	United States	9,062,472	05/10/2011	06/23/2015
Sundance Spas, Inc.	Waterfall Unit	United States	D588,674	10/23/2007	03/17/2009
Sundance Spas, Inc.	Waterfall Unit	United States	7,815,329	10/23/2007	10/19/2010
Sundance Spas, Inc.	Waterfall Unit	United States	D604,798	01/23/2009	11/24/2009
Sundance Spas, Inc.	Filter	United States	8,419,934	10/30/2009	04/16/2013
Sundance Spas, Inc.	Spa with waterfall	United States	8,407,823	10/30/2006	04/02/2013

Pledgor	Title	Country	Patent or Application Number	Original Filing Date	Issue Date
Sundance Spas, Inc.	Spa with waterfall	United States	8,789,216	03/18/2013	07/29/2014
Jacuzzi, Inc.	Spa Filter System	United States	6,592,341	01/11/2002	07/15/2003
Sundance Spas, Inc.	Hollow Core Pillow	United States	D593,350	10/31/2006	06/02/2009
Sundance Spas, Inc.	Pillow Structure for Attachment to the Shell of a Hot Tub	United States	6,502,253	01/09/2002	01/07/2003
Sundance Spas, Inc.	Spa	United States	D772420	10/27/2014	11/22/2016
Sundance Spas, Inc.	Integrated Spa Cover Lifter System	United States	14580523	12/23/2014	
Sundance Spas, Inc.	Clip Design	United States	15266605	9/15/2016	
Sundance Spas, Inc.	Intermittent Locking Door Mechanism	United States	15351915	11/15/2016	
Sundance Spas, Inc.	Gesturing Proximity Sensor for Spa Operation	United States	15409932	1/19/2017	
Sundance Spas, Inc.	Spa Tub and Cabinet Construction System	United States	62463767	2/27/2017	
Sundance Spas, Inc.	Hot Tub and Straddle Chair Apparatus	United States	8,316,476	04/10/2008	11/27/2012
Sundance Spas, Inc.	Lighted Panel System for Hot Tub, Spa, or Pool Installation	United States	7,712,913	02/22/2008	05/11/2010
Sundance Spas, Inc.	Skimmer with Rotatable Filter Cartridge for Spas and Pools	United States	7,220,353	04/04/2005	05/22/2007

**SCHEDULE B
TRADEMARKS**

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
ALLUSION	United States of America	Registered	Jacuzzi Inc.	86567287	4836395
AMIGA	United States of America	Registered	Jacuzzi Inc.	78639666	3620920
ANNA	United States of America	Registered	Jacuzzi Inc.	86684496	5219082
AQUALIBRIUM	United States of America	Registered	Jacuzzi Inc.	86479053	4785612
ASPEN	United States of America	Registered	Jacuzzi, Inc.	85405094	4227295
AVVIO	United States of America	Registered	Jacuzzi Inc.	86147484	4797706
BIANCA	United States of America	Registered	Jacuzzi Inc.	86524836	5196040
BONAIRE	United States of America	Registered	Jacuzzi Inc.	77979990	3865893
CAPELLA	United States of America	Registered	Jacuzzi Inc.	74585296	1943791
CATALINA	United States of America	Registered	Jacuzzi Inc.	86196982	5041559
CAYMAN	United States of America	Registered	Jacuzzi Inc.	86251774	4761558
CETRA	United States of America	Registered	Jacuzzi Inc.	75082847	2047590
CLEANLINE	United States of America	Registered	Jacuzzi Inc.	86793958	5120749

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
DUETTA	United States of America	Registered	Jacuzzi Inc.	85195134	4010587
ELARA	United States of America	Registered	Jacuzzi Inc.	78617911	3313661
ESPREE	United States of America	Registered	Jacuzzi Inc.	78213006	3776282
EVERYONE DESERVES SOMETIME	United States of America	Registered	Jacuzzi Inc.	86172566	4572466
FINESTRA	United States of America	Registered	Jacuzzi Inc.	78969992	3912407
FRESCO	United States of America	Registered	Jacuzzi Inc.	75081678	2040520
FUZION	United States of America	Registered	Jacuzzi Inc.	86588704	4836730
JACUZZI	United States of America	Registered	Jacuzzi Inc.	77806333	4342851
JACUZZI	United States of America	Registered	Jacuzzi Inc.	77201909	4029024
JACUZZI	United States of America	Registered	Jacuzzi Inc.	74093237	1717864
JACUZZI	United States of America	Registered	Jacuzzi Inc.	73085407	1101174
JACUZZI	United States of America	Registered	Jacuzzi Inc.	85394327	4440673
JACUZZI and Design	United States of America	Registered	Jacuzzi Inc.	77201895	3944537
JACUZZI and Design (gold)	United States of America	Registered	Jacuzzi Inc.	77201875	3938235

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
JACUZZI WHIRLPOOL BATH and Design	United States of America	Registered	Jacuzzi Inc.	73223928	1241022
J-LX	United States of America	Registered	Jacuzzi Inc.	85346196	4384473
J-LXL	United States of America	Registered	Jacuzzi Inc.	85346208	4411487
LINEA	United States of America	Registered	Jacuzzi Inc.	86193291	4769708
LUNA	United States of America	Registered	Jacuzzi Inc.	78701860	3644973
LUXECAST	United States of America	Registered	Jacuzzi Inc.	86211067	4860374
LUXURA	United States of America	Registered	Jacuzzi Inc.	74688988	1991091
MAJORA	United States of America	Registered	Jacuzzi Inc.	75082848	2092747
PERFECTA	United States of America	Registered	Jacuzzi Inc.	85196607	3993619
POINTPRO	United States of America	Registered	Jacuzzi Inc.	85347845	4215041
POWERCHOICE	United States of America	Registered	Jacuzzi Inc.	85371367	4215158
POWERPRO (STYLIZED)	United States of America	Registered	Jacuzzi Inc.	73/751115	1554575
PRIMO	United States of America	Registered	Jacuzzi Inc.	85358050	4552089
ProClarity	United States of America	Registered	Jacuzzi Inc.	86244788	4852026

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
PURE AIR	United States of America	Registered	Jacuzzi Inc.	78163650	2821785
RISTORRE	United States of America	Registered	Jacuzzi Inc.	86899611	5070216
Ristorre (stylized)	United States of America	Registered	Jacuzzi Inc.	86899656	5070217
RIVA	United States of America	Registered	Jacuzzi Inc.	74205916	1703100
SALON	United States of America	Registered	Jacuzzi Inc.	78825557	3266415
SHOWERPRO	United States of America	Registered	Jacuzzi Inc.	86218265	4761373
SIA	United States of America	Registered	Jacuzzi Inc.	77435283	3857290
SIENA	United States of America	Registered	Jacuzzi Inc.	86888298	5031863
SIGNA	United States of America	Registered	Jacuzzi Inc.	73603618	1424739
SIGNATURE	United States of America	Registered	Jacuzzi Inc.	86361971	4971365
SILENT AIR	United States of America	Registered	Jacuzzi Inc.	78/541351	3905780
SLIMPRO	United States of America	Registered	Jacuzzi Inc.	86366031	4770333
SMARTSEAL	United States of America	Registered	Jacuzzi Inc.	85203337	4296054
STELLA	United States of America	Registered	Jacuzzi Inc.	86895025	5031933

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
THERAPRO	United States of America	Registered	Jacuzzi Inc.	86205394	4572559
TORINO	United States of America	Registered	Jacuzzi Inc.	86147535	5032276
TRU-LEVEL	United States of America	Registered	Jacuzzi Inc.	86254247	4617687
URBINO	United States of America	Registered	Jacuzzi Inc.	86147509	5032275
VERONA	United States of America	Registered	Jacuzzi Inc.	75081680	2149702
WATER RAINBOW	United States of America	Registered	Jacuzzi Inc.	73533941	1367491
LINERS DIRECT	United States of America	Registered	RHT Inc.	78552519	3058935
@HOME	United States of America	Registered	New Dimension One Spas, Inc.	76613058	3025874
@HOME HOT TUBS and Design	United States of America	Registered	New Dimension One Spas, Inc.	76045032	2526923
AMORE BAY	United States of America	Registered	New Dimension One Spas, Inc.	76601496	3031221
AQUAFIT	United States of America	Registered	New Dimension One Spas, Inc.	78094636	2863562
CLEARZONE	United States of America	Registered	New Dimension One Spas, Inc.	76102606	2519666
CRYSTALZONE	United States of America	Registered	New Dimension One Spas, Inc.	74404921	1894593
D1	United States of America	Registered	New Dimension One Spas, Inc.	76470900	2827281

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
Design Only (3D curvilinear spa frame shape)	United States of America	Registered	New Dimension One Spas, Inc.	77825226	3786457
Design Only (curvilinear spa frame shape)	United States of America	Registered	New Dimension One Spas, Inc.	77825245	3786458
DIMENSION ONE SPAS	United States of America	Registered	New Dimension One Spas, Inc.	75488218	2299566
Dimension One Spas Logo (Drop)	United States of America	Registered	New Dimension One Spas, Inc.	75198455	2123439
DUPREE BAY	United States of America	Registered	New Dimension One Spas, Inc.	76570017	2969406
ENVIROTECT	United States of America	Registered	New Dimension One Spas, Inc.	76590674	3022554
E-Z LIFTER	United States of America	Registered	New Dimension One Spas, Inc.	75488219	2349357
LOTUS BAY stylized	United States of America	Registered	New Dimension One Spas, Inc.	76538561	2873967
REFLECTIONS	United States of America	Registered	New Dimension One Spas, Inc.	85329160	4087214
SARENA BAY	United States of America	Registered	New Dimension One Spas, Inc.	76467283	2773427
SEVILLE	United States of America	Registered	New Dimension One Spas, Inc.	76551314	2904457
ULTRALIFE	United States of America	Registered	New Dimension One Spas, Inc.	76045033	2557987
SALTWATER ANGEL	United States of America	Registered	Outdoor Products LLC	86776838	5101648
BATHWRAPS	United States of America	Registered	RHT Inc.	77108284	3370096

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
HAPPY IN YOUR HOME	United States of America	Registered	RHT Inc.	85914788	4589664
START YOUR DAY BEAUTIFUL	United States of America	Registered	RHT Inc.	77189146	3469032
ALTAMAR	United States of America	Registered	Sundance Spas, Inc.	85877911	4528060
BLUEWAVE	United States of America	Registered	Sundance Spas, Inc.	85724507	4502504
CAMDEN	United States of America	Registered	Sundance Spas, Inc.	78933233	3335095
CAMEO	United States of America	Registered	Sundance Spas, Inc.	85878074	4421570
CAPRI	United States of America	Registered	Sundance Spas, Inc.	85878079	4421571
CHELSEE	United States of America	Registered	Sundance Spas, Inc.	78936753	3747876
CLAREMONT	United States of America	Registered	Sundance Spas, Inc.	86761888	5214674
CLEARRAY	United States of America	Registered	Sundance Spas, Inc.	85372981	4159120
CONSTANCE	United States of America	Registered	Sundance Spas, Inc.	85346192	4376973
DENALI	United States of America	Registered	Sundance Spas, Inc.	78769521	3738229
ECOWRAP	United States of America	Registered	Sundance Spas, Inc.	85375531	4169262
EDISON	United States of America	Registered	Sundance Spas, Inc.	85741480	4393927

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
FLUIDIX	United States of America	Registered	Sundance Spas, Inc.	86251815	4969277
FOCUS-RELIEF	United States of America	Registered	Sundance Spas, Inc.	85432339	4526153
HARTFORD	United States of America	Registered	Sundance Spas, Inc.	77126242	3897572
HAWTHORNE	United States of America	Registered	Sundance Spas, Inc.	77126251	3897573
IMPERIAL SPAS	United States of America	Registered	Sundance Spas, Inc.	78532507	4251960
LIVING THE SPALIFE	United States of America	Registered	Sundance Spas, Inc.	78541390	3066860
MAJESTA	United States of America	Registered	Sundance Spas, Inc.	85878158	4421575
MARIN	United States of America	Registered	Sundance Spas, Inc.	85932100	4528234
MCKINLEY	United States of America	Registered	Sundance Spas, Inc.	86189282	4615315
MICROCLEAN	United States of America	Registered	Sundance Spas, Inc.	85143252	3970109
OPTIMA	United States of America	Registered	Sundance Spas, Inc.	85881584	4421840
PEYTON	United States of America	Registered	Sundance Spas, Inc.	85741509	4328391
PROCLEAR	United States of America	Registered	Sundance Spas, Inc.	86258270	4661137
RAMONA	United States of America	Registered	Sundance Spas, Inc.	86166647	4615295

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Owner</u>	<u>Application No</u>	<u>Registration No</u>
SELECT SERIES	United States of America	Registered	Sundance Spas, Inc.	85379013	4727894
SUNDANCE	United States of America	Registered	Sundance Spas, Inc.	74239223	1715456
SunSmart	United States of America	Registered	Sundance Spas, Inc.	86208226	4694577
SUNSTRONG	United States of America	Registered	Sundance Spas, Inc.	85379041	4335542
TACOMA	United States of America	Registered	Sundance Spas, Inc.	78769477	3738228
THERMOSPAS	United States of America	Registered	Thermospas Hot Tub Products, Inc.	77750343	3816547
TOTAL CONTROL THERAPY	United States of America	Registered	Thermospas Hot Tub Products, Inc.	78577598	3269414

**SCHEDULE C
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Pledgor	Country	Title	Reg. No.	Published	Reg. Date
Jacuzzi Inc.	United States	Inlay for floating remote controller for Jacuzzi Whirlpool Bath Affinity whirlpool bath	VAu 501-473	N/A	08/28/2000
Jacuzzi Inc.	United States	Inlay for Digital Control for Jacuzzi Whirlpool Bath spas	VAu 501-472	N/A	08/28/2000
Jacuzzi Inc.	United States	Magic Touch® touch pad for Jacuzzi® Select Series whirlpool spas and hot tubs (Graphic face for touch control pad)	VAu 462-260	N/A	06/16/1999
Jacuzzi Inc.	United States	Magic Touch® touch pad for Jacuzzi® Platinum Series whirlpool spas and hot tubs(Graphic face for touch control pad)	VAu 462-259	N/A	06/16/1999
Jacuzzi Inc.	United States	Touch pad for floating remote control for Jacuzzi® whirlpool spas and hot tubs (Graphic face for floating remote control)	VA 989-253	04/01/1999	06/16/1999
KLI, Inc.	United States	The Economic analysis of San Antonio	TX0000904106		3/29/1982
Sundance Spas, Inc.	United States	Jacuzzi Premium brochure 2001	TX0006401248		8/2/2006