

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AQUASANA, INC.		03/31/2015	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, AS AGENT		
<b>Street Address:</b>	419 PARK AVENUE SOUTH		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4288012	AQ-4600	
<b>Registration Number:</b>	4288013	AQ-4601	
<b>Registration Number:</b>	4288014	AQ-4035	
<b>Registration Number:</b>	4310200	CLARYUM	
<b>Serial Number:</b>	86384560	AUSTIN SPRINGS. CLEAR. REFRESHING. PURE	
<b>Registration Number:</b>	2936495	AQUASANA	
<b>Registration Number:</b>	3352464	AQUASANA	
<b>Registration Number:</b>	4539225	AQUASANA LIVE HEALTHY	
<b>Registration Number:</b>	3545259	AQ 4100	
<b>Registration Number:</b>	3433038	AQ-4000	
<b>Registration Number:</b>	3398399	EQ-300	
<b>Registration Number:</b>	3715315	EQ-300	
<b>Registration Number:</b>	3274605	PURITY WATER FILTRATION BOTTLE	
<b>Registration Number:</b>	3229335	PURITY	
<b>Registration Number:</b>	3446753	WATER 4 LIFE	
<b>Registration Number:</b>	3568644	SUNH2O	
<b>Registration Number:</b>	3264271	RHINO	
<b>Registration Number:</b>	3510895	BOTTLE YOUR OWN	
<b>Registration Number:</b>	3500362		

CH \$590.00 4288012

Property Type	Number	Word Mark
Registration Number:	2111024	WATER DOCTOR
Serial Number:	86112929	H2OMG
Serial Number:	86308047	OPTIMH2O
Registration Number:	3493988	SUN

**CORRESPONDENCE DATA**

Fax Number: 3105572193  
*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: 310-284-4512  
Email: klathrop@proskauer.com  
Correspondent Name: PROSKAUER ROSE LLP  
Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200  
Address Line 2: C/O KIMBERLEY A LATHROP  
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	58598.026
NAME OF SUBMITTER:	Kimberley A Lathrop
SIGNATURE:	/Kimberley A Lathrop/
DATE SIGNED:	04/01/2015

**Total Attachments: 9**  
source=Trademark Security Agreement#page1.tif  
source=Trademark Security Agreement#page2.tif  
source=Trademark Security Agreement#page3.tif  
source=Trademark Security Agreement#page4.tif  
source=Trademark Security Agreement#page5.tif  
source=Trademark Security Agreement#page6.tif  
source=Trademark Security Agreement#page7.tif  
source=Trademark Security Agreement#page8.tif  
source=Trademark Security Agreement#page9.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) is made this 31st day of March, 2015, by and among the Grantor listed on the signature pages hereof (“**Grantor**”), and PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, a Delaware limited partnership, in its capacity as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, “**Agent**”).

### WITNESSETH:

WHEREAS, pursuant to the terms of the Note Purchase Agreement and Security Agreement (the “**Note Purchase Agreement**”), dated as of the date hereof, by and among Water Filtration Holdings, Inc., a Delaware corporation (“**Holding**”), Aquasana Global, Inc., a Texas corporation (“**Global**”), Aquasana, Inc., a Texas corporation (“**Aquasana**” and together with Global, jointly and severally, each a “**Borrower**”, and collectively, the “**Borrowers**”), the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders will, subject to the terms and conditions contained therein, make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Note Purchase Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Agent and the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement. As used herein, the term “**Trademark**” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor’s business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor’s rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Agent and the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of Grantor’s right, title and interest in and to all of Grantor’s Trademarks and license rights (including in-licenses and out-

licenses) with respect to Trademarks, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”).

Notwithstanding anything contained in this Agreement to the contrary, the term “Trademark Collateral” shall not include (i) any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) and (ii) any rights or interest in any contract, lease, permit, license, or license agreement covering real or personal property of Grantor if under the terms of such contract, lease, permit, license, or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, or license agreement and such prohibition or restriction has not been waived or the consent of the other party to such contract, lease, permit, license, or license agreement has not been obtained (provided, that, (A) the foregoing exclusions of this clause (ii) shall in no way be construed (1) to apply to the extent that any described prohibition or restriction is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (2) to apply to the extent that any consent or waiver has been obtained that would permit Agent’s security interest or lien notwithstanding the prohibition or restriction on the pledge of such contract, lease, permit, license, or license agreement and (B) the foregoing exclusions shall in no way be construed to limit, impair, or otherwise affect any of Agent’s or any Lender’s continuing security interests in and liens upon any rights or interests of Grantor in or to (1) monies due or to become due under or in connection with any described contract, lease, permit, license, or license agreement, or (2) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, or license agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent or any Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Agent and the Lenders, pursuant to the Note Purchase Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor’s

obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the parties hereto in separate 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. Facsimile or electronic transmissions of any executed original document and/or retransmission of any executed facsimile or electronic transmission shall be deemed to be the same as the delivery of an executed original.

7. CONSTRUCTION. This Trademark Security Agreement is a Transaction Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, restatements, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, restatements, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS OR INSTRUMENTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN SUCH STATE.

9. EACH GRANTOR HERETO HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS TRADEMARK SECURITY AGREEMENT, EACH GRANTOR HEREBY EXPRESSLY SUBMITS TO THE

PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. EACH GRANTOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 12.02 OF THE NOTE PURCHASE AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY GRANTOR IN ANY OTHER JURISDICTION.

10. EACH GRANTOR HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH GRANTOR (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR SUCH LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT AGENT AND EACH LENDER HAS BEEN INDUCED TO ENTER INTO THIS TRADEMARK SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AQUASANA, INC., a Texas corporation

By: 

Name: Todd Bartee

Title: President and Secretary

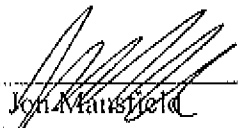
Signature Page to Trademark Security Agreement

**ACCEPTED AND ACKNOWLEDGED BY:**

AGENT:

**PRAESIDIAN CAPITAL OPPORTUNITY  
FUND III, LP**, a Delaware limited partnership

By: Praesidian Capital Opportunity GP III, LLC  
Its: General Partner

By:  \_\_\_\_\_  
Name: Jon Maustfield  
Title: Manager



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Trademark Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
AQ-4600	United States of America	85/546,228	2/17/2012	4,288,012	2/12/2013	Registered
AQ-4601	United States of America	85/546,239	2/17/2012	4,288,013	2/12/2013	Registered
AQ-4035	United States of America	85/546,244	2/17/2012	4,288,014	2/12/2013	Registered
CLARYUM	United States of America	85/504,676	12/28/2011	4,310,200	3/26/2013	Registered
AUSTIN SPRINGS. CLEAR. REFRESHING. PURE.	United States of America	86/384,560	9/3/2014			Published
AQUASANA	United States of America	75/752,022	7/15/1999	2,936,495	3/29/2005	Registered
AQUASANA	United States of America	78/961,562	8/28/2006	3,352,464	12/11/2007	Registered
AQUASANA LIVE HEALTHY	United States of America	85/847,282	2/12/2013	4,539,225	5/27/2014	Registered
AQ 4100	United States of America	78/821,530	2/23/2006	3,545,259	12/9/2008	Registered
AQ-4000	United States of America	78/821,526	2/23/2006	3,433,038	5/20/2008	Registered
EQ-300	United States of America	78/585,751	3/11/2005	3,398,399	3/18/2008	Registered
EQ-300	United States of	78/821,521	2/23/2006	3,715,315	11/24/2009	Registered

Trademark Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
	America					
PURITY WATER FILTRATION BOTTLE & Design	United States of America	78/816,984	2/16/2006	3,274,605	8/7/2007	Registered
PURITY	United States of America	78/816,848	2/16/2006	3,229,335	4/17/2007	Registered
WATER 4 LIFE	United States of America	78/816,842	2/16/2006	3,446,753	6/10/2008	Registered
SUNH2O	United States of America	78/816,836	2/16/2006	3,568,644	1/27/2009	Registered
RHINO	United States of America	78/456,282	7/25/2004	3,264,271	7/17/2007	Registered
BOTTLE YOUR OWN	United States of America	77/268,265	8/30/2007	3,510,895	10/7/2008	Registered
Design (Water Filter)	United States of America	77/152,120	4/9/2007	3,500,362	9/9/2008	Registered (Supplemental)
WATER DOCTOR	United States of America	74/642,277	3/6/1995	2,111,024	11/4/1997	Registered
H2OMG	United States of America	86/112,929	11/7/2013			Allowed
OPTIMH2O	United States of America	86/308,047	6/12/2014			Allowed
SUN & Design	United States of America	78816781	2/16/2006	3,493,988	8/26/2008	Registered

**Trade Names**

None.

**Common Law Trademarks**

None.

**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.