

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALKALINE 88, LLC		02/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P.		
Street Address:	2 Greenwich Plaza, 1st Floor		
Internal Address:	c/o CNH Partners		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86049328	ALKALINE 88	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<i>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.</i>			
Email:	ahesla@duanemorris.com		
Correspondent Name:	Tracy Schovain		
Address Line 1:	190 South LaSalle Street		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G3175-00020		
NAME OF SUBMITTER:	Tracy Schovain		
SIGNATURE:	/s/ Tracy Schovain		
DATE SIGNED:	02/10/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of February 1, 2017 is made by and between **ALKALINE 88, LLC**, an Arizona limited liability company (“**Grantor**”), in favor of **SCM SPECIALTY FINANCE OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership (“**Lender**”).

RECITALS:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) by and among Grantor and Lender, Lender has agreed to make certain Loans to Grantor.

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Certain Documents. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the same meanings ascribed thereto in the Credit Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due or declared due (whether at the stated maturity, acceleration or otherwise) of all of the Obligations, Grantor hereby grants to and in favor of Lender a first priority perfected security interest and Lien having priority over all other security interests and Liens (other than Permitted Liens), with power of sale upon the occurrence and during the continuance of an Event of Default, in and to any and all of Grantor’s right, title and interest in and to any and all Intellectual Property now owned and existing and hereafter arising, created or acquired, including, without limitation, as identified on Exhibit A attached hereto and made a part hereof (and all proceeds thereof).

To the extent that the granting of a security interest in a Trademark application filed in the United States Patent and Trademark Office (the “**USPTO**”) on the basis of the applicant’s intent to use such Trademark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1051(b)) (the “**Lanham Act**”) would render such Trademark (or the application therefor) invalid or unenforceable, then the security interest granted hereunder shall not attach to such Trademark application until such time as (A) an amendment is filed with the USPTO under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed with the USPTO under section 1(d) of the Lanham Act.

3. Representation and Warranty. Grantor hereby represents and warrants to Lender that Exhibit A hereto identifies all Intellectual Property which is registered or for which an application for registration is pending that is owned by Grantor in its own name and all material Intellectual Property licenses to which Grantor is a licensee of a registered or applied for Patent, Copyright or Trademark.

4. New Intellectual Property. If, before all Obligations shall have been indefeasibly paid in full in cash, Grantor shall (i) become aware of any existing material Intellectual Property of which Grantor has not previously informed Lender, (ii) obtain rights to any new patentable inventions or other material Intellectual Property, or (iii) become entitled to the benefit of any material Intellectual Property which benefit is not in existence on the date hereof, the provisions of this IP Security Agreement above shall automatically apply thereto and Grantor shall comply (without limitation) with Section 6.8 of the Credit Agreement (and the notice requirement set forth therein). Each Grantor hereby authorizes Lender to unilaterally modify this IP Security Agreement by amending Exhibit A to include any such additional Intellectual Property, and to file or refile this IP Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office, as applicable (at Grantor's sole cost). Upon Lender's reasonable request, Grantor agrees to duly execute and deliver any and all documents and instruments reasonably necessary or advisable to record or preserve Lender's interest in all Intellectual Property added to Exhibit A pursuant to this Section.

5. Effect on Credit Agreement. Grantor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under and pursuant to the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this IP Security Agreement and the Credit Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. If any provision of this IP Security Agreement is deemed to conflict with the Credit Agreement, the terms of the Credit Agreement shall govern and control.

6. Further Assurances. Grantor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this IP Security Agreement and agreements set forth herein. Grantor acknowledges that a copy of this IP Security Agreement will be filed by the Lender with the USPTO and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Grantor.

7. Modification. This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by Grantor and Lender.

8. Cumulative Remedies. All of Lender's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

9. Binding Effect; Benefits. This IP Security Agreement shall be binding upon Grantor and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns; provided, however, Grantor shall not assign this IP Security Agreement or any of Grantor's obligations hereunder without the prior written consent of Lender.

10. Governing Law. This IP Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of New York, without regard to choice of law or conflict of law principles that would require the application of any other laws.

11. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This IP Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes

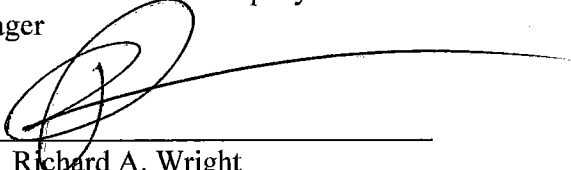
12. Joint and Several. If more than one Grantor executes this IP Security Agreement, the liability of all such parties shall be joint and several.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Intellectual Property Security Agreement as of the date first written above.

ALKALINE 88, LLC,
an Arizona limited liability company

By: The Alkaline Water Company Inc.
Its: Manager

By: 
Name: Richard A. Wright
Title: Vice President and Secretary

Agreed and Accepted:

**SCM SPECIALTY FINANCE OPPORTUNITIES
FUND, L.P.**, a Delaware limited partnership

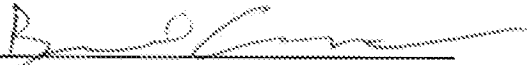
By: 
Name: Bradley D. Asness
Title: Authorized Signatory

EXHIBIT A

Trademark	Serial No.	Filing Date	Registration No.	Reg. Date	Owner
ALKALINE 88 IC 032. US 045 046 048. G & S: Bottled drinking water; Bottled water; Drinking water; Drinking water with vitamins; Mineral water; Purified bottled drinking water; Table water; Water beverages. FIRST USE: 20130830. FIRST USE IN COMMERCE: 20130830	86049328	August 27, 2013	4682652	February 3, 2015	ALKALINE 88, LLC