

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428892

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
World Waters Holdings, LLC		05/22/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York
Street Address:	511 Fifth Avenue, 13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	5059908	WORLD WATERS
Serial Number:	85921371	WTRMLN
Serial Number:	86367069	WTRMLN
Registration Number:	4618888	WTRMLN WTR
Registration Number:	4618887	WTRMLN
Registration Number:	4787567	WTRMLN LMN
Registration Number:	5074901	DELICIOUSLY HYDRATING
Registration Number:	4843744	SHAKE IT LIKE YOU MEAN IT!
Registration Number:	4626187	SUMMER IN YOUR MOUTH
Registration Number:	4822542	WE GROW WATER
Registration Number:	4003511	WORLD WATER
Serial Number:	85921493	TAPROOT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

TRADEMARK

Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 05/25/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”), dated as of May 22, 2017, is made by WORLD WATERS HOLDINGS, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the “*Bank*”).

WHEREAS, the World Waters LLC, a New York limited liability company (the “*Client*”) has entered into an Accounts Receivable Management and Security Agreement, dated as of May 22, 2017 (the “*ARMS Agreement*”), with the Bank.

WHEREAS, in order to induce Bank to enter into the ARMS Agreement, Grantor has, pursuant to that certain Guaranty dated as of May 22, 2017 by Grantor in favor of Bank (the “*Guaranty*”), granted to the Bank a security interest in, among other property, the intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. **Grant of Security Interest.** The Grantor hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Guaranty, which is hereby incorporated by reference. The provisions of the Guaranty shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Guaranty and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark 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 Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLD WATERS HOLDINGS, LLC

By: _____
Name: JONY LEVY
Title: CEO

Agreed to and accepted:
ISRAEL DISCOUNT BANK OF
NEW YORK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLD WATERS HOLDINGS, LLC

By: _____

Name: _____

Title: _____

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF
NEW YORK

By:  _____

Name: Vinita Ramnani

Title: Senior Vice President

By:  _____

Name: _____

Title: Thomas Nucci
Vice President

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Registration Number	Word Mark
86220328	5059908	WORLD WATERS
85921371	N/A	WTRMLN
86367069	N/A	WTRMLN
85896801	4618888	WTRMLN WTR
85896795	4618887	WTRMLN
86220352	4787567	WTRMLN LMN
86802107	5074901	DELICIOUSLY HYDRATING
86230226	4843744	SHAKE IT LIKE YOU MEAN IT!
86099111	4626187	SUMMER IN YOUR MOUTH
85921477	4822542	WE GROW WATER
85023509	4003511	WORLD WATER
85921493	N/A	TAPROOT