

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PARAGON WATER SYSTEMS, INC.		03/12/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1300 THAMES STREET, 4TH FLOOR		
Internal Address:	THAMES STREET WHARF		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4309786	PARAGON COMMERCIAL	
Registration Number:	4365128	PARAGUARD	
Registration Number:	2612082	CLEAN & PURE	
Serial Number:	87499637	PARALEAD	
Serial Number:	87379471	PARAMAX	
Serial Number:	87370834		
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
Phone:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	MARC ELZWEIG		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	35613/116		

CH \$165.00 4309786

NAME OF SUBMITTER:	MARC ELZWEIG
SIGNATURE:	/MARC ELZWEIG/
DATE SIGNED:	03/12/2018
Total Attachments: 6 source=0 - Purity First Lien IPSA Supplement#page1.tif source=0 - Purity First Lien IPSA Supplement#page2.tif source=0 - Purity First Lien IPSA Supplement#page3.tif source=0 - Purity First Lien IPSA Supplement#page4.tif source=0 - Purity First Lien IPSA Supplement#page5.tif source=0 - Purity First Lien IPSA Supplement#page6.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of March 12, 2018 (this “IP Security Agreement Supplement”), by Paragon Water Systems, Inc. (the “Grantor”) in favor of Morgan Stanley Senior Funding, Inc. (“Morgan Stanley”), as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain First Lien US Pledge and Security Agreement, dated as of December 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Applicable Borrower (as defined in Syndicated Facility Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 13, 2016 (as amended by that certain Corrective Amendment to First Lien Credit Agreement, dated as of December 13, 2016, that certain First Amendment, dated as of August 31, 2017, that certain Second Amendment, dated as of March 12, 2018 and otherwise amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Syndicated Facility Agreement”), by and among, *inter alios*, AI Aqua (Luxembourg) S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg whose registered office is located at 2-4, rue Beck, L-1222 Luxembourg and registered with the Register of commerce and companies (*Registre de commerce et des sociétés*) of Luxembourg under number B 209670, AI Aqua Merger Sub, Inc., a Delaware corporation (the “US Borrower”), AI Aqua Zip Bidco Pty Ltd. ACN 620 031 549, a limited liability company organized under the laws of New South Wales (the “Australian Borrower”), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc. (“Morgan Stanley”), in its capacities as administrative agent and collateral agent for the Lenders (the “Administrative Agent”) and as an Issuing Bank and the Swingline Lender, and Morgan Stanley, Royal Bank of Canada and BMO Capital Markets Corp., as joint lead arrangers and joint bookrunners. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Syndicated Facility Agreement, the Grantor and the Administrative Agent have entered into that certain First Lien Intellectual Property Security Agreement, dated as of December 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and have agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the

Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "Additional IP Collateral"):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Recordation.* The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

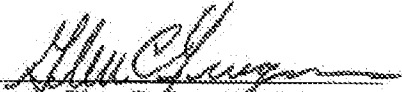
SECTION 5. *Governing Law.* This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

PARAGON WATER SYSTEMS, INC.

By:


Name: Glen C. Ferguson
Title: Chief Financial Officer

SCHEDULE I

TRADEMARKS

Trademark	Registration Number	Registration Date	Owner Name
PARAGON COMMERCIAL	4309786	3/26/2013	Paragon Water Systems, Inc.
PARAGUARD	4365128	7/9/2013	Paragon Water Systems, Inc.
CLEAN & PURE	2612082	8/27/2002	Paragon Water Systems, Inc.

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Owner Name
PARALEAD	87499637	6/21/2017	Paragon Water Systems Inc.
PARAMAX	87379471	3/21/2017	Paragon Water Systems Inc.
Design Only	87370834	3/14/2017	Paragon Water Systems Inc.

SCHEDULE II

PATENTS

Patent	Patent Number	Issue Date	Owner Name
Water purifying apparatuses	7837876	11/23/2010	Paragon Water Systems, Inc.
Filter system with removable enhancement media	8308942	11/13/2012	Paragon Water Systems, Inc.
Filter system with removable enhancement media	8728313	5/20/2014	Paragon Water Systems, Inc.
Bypass valve for water filter system	8888998	11/18/2014	Paragon Water Systems, Inc.
Adjustable ventilation stack for a water filter system	8371452	2/12/2013	Paragon Water Systems, Inc.
Kitchen sink spray filter	D519604	4/25/2006	Paragon Water Systems, Inc.
Key for a water filter assembly	D610225	2/16/2010	Paragon Water Systems, Inc.
Water filter assembly having a key	D620549	7/27/2010	Paragon Water Systems, Inc.
Key for a water filter assembly	D690794	10/1/2013	Paragon Water Systems, Inc.
Key for a water filter assembly	D712008	8/26/2014	Paragon Water Systems, Inc.
Key for a water filter assembly	D690795	10/1/2013	Paragon Water Systems, Inc.
Key for a water filter assembly	D631527	1/25/2011	Paragon Water Systems, Inc.

PATENT APPLICATIONS

Patent	Application Number	Application Date	Owner Name
Universal Filter Cartridge	13/659400	10/24/2012	Paragon Water Systems, Inc.

SCHEDULE III

COPYRIGHTS

Copyright	Copyright Number	Registration Date	Owner Name
Water, clearly a present danger. Type of Work: Motion Picture	PA0000420201	6/22/1989	Paragon Water Systems, Inc.

COPYRIGHT APPLICATIONS

None.