

900491468 03/27/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM516207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Limited Liability Company			
Name	Formerly	Execution Date	Entity Type
New Aqua, LLC		02/28/2019	Corporation: INDIANA

RECEIVING PARTY DATA	
Name:	First Merchants Bank
Street Address:	200 E JACKSON ST.
City:	MUNCIE
State/Country:	INDIANA
Postal Code:	47305-2814
Entity Type:	Chartered Bank: INDIANA

PROPERTY NUMBERS Total: 17		
Property Type	Number	Word Mark
Registration Number:	4663868	ACHIEVE AQUALIBRIUM
Registration Number:	5277437	CLEAR SOLUTIONS
Registration Number:	5098863	ECOMAX
Registration Number:	2805040	HELLENBRAND
Registration Number:	3690159	HELLENBRAND · ENVIRONMENTALLY FRIENDLY ·
Registration Number:	1682807	IRON CURTAIN
Registration Number:	4022806	IRON CURTAIN
Registration Number:	4022805	IRON CURTAIN JR
Registration Number:	4022807	IRON CURTAIN JR
Registration Number:	5210155	IRON LAZER
Registration Number:	3693201	NATURALLY TASTEFUL...TASTEFULLY NATURAL
Registration Number:	4796396	PROFICIENT H2O
Registration Number:	2620858	PROMATE
Registration Number:	5205623	STRIKER
Registration Number:	4437365	SULFUR CURTAIN
Registration Number:	4933899	WATER THAT WORKS
Registration Number:	3696382	WHAT'S IN YOUR WATER?

CORRESPONDENCE DATA

CH \$440.00 4663868

Fax Number: 3172369907

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: 3176358900

Email: ptodocket@bgdlegal.com

Correspondent Name: Brad R. Maurer

Address Line 1: 10 West Market Street

Address Line 2: 2700 Market Tower

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	612308.100058
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NAME OF SUBMITTER:	Brad R. Maurer
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SIGNATURE:	/Brad R. Maurer/
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DATE SIGNED:	03/27/2019
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Total Attachments: 12

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of February 28, 2019, by NEW AQUA, LLC, an Indiana limited liability company ("Borrower"), in favor of FIRST MERCHANTS BANK, an Indiana bank ("Bank").

[REDACTED]

[REDACTED]

WHEREAS, Borrower wishes to grant security interests in favor of Bank as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

[REDACTED]

2. **Grant of Security Interest.** Borrower hereby grants to Bank, [REDACTED] the following security interests in and so pledges and assigns to Bank the following properties, assets and rights of Borrower, wherever located, whether now owned or hereafter acquired or arising, and all proceeds, products, substitutions and replacements thereof (all of the same being hereinafter called the "Collateral"):

[REDACTED]

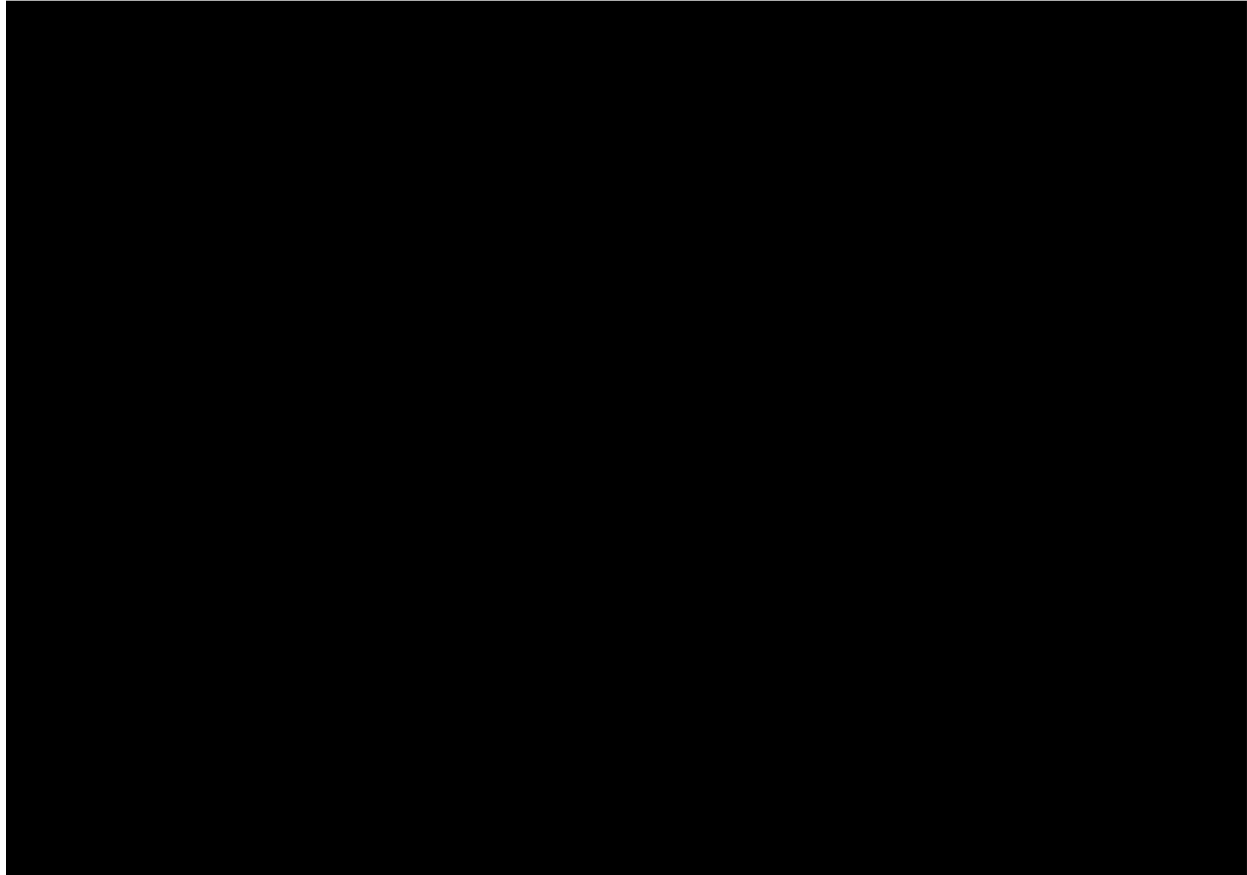
[REDACTED] all [REDACTED]

[REDACTED] patents, patent applications, trademarks, trademark applications, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, intending to be legally bound, each Borrower and Bank have caused this Security Agreement to be duly executed as of the date first above written.

"BORROWER"

NEW AQUA, LLC,
an Indiana limited liability company

By: 
John Ackerman, Manager

Accepted:

"BANK"

FIRST MERCHANTS BANK,
an Indiana bank

By: _____
Anthony Kaufman, Vice President

IN WITNESS WHEREOF, intending to be legally bound, each Borrower and Bank have caused this Security Agreement to be duly executed as of the date first above written.

“BORROWER”

NEW AQUA, LLC,
an Indiana limited liability company

By: _____
John Ackerman, Manager

Accepted:

“BANK”

FIRST MERCHANTS BANK,
an Indiana bank

By: Anthony Kaufman
Anthony Kaufman, Vice President

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

WHEREAS, New Aqua, LLC (the "Pledgor") is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of February __, 2019, in which, among other things, the Pledgor has agreed with First Merchants Bank, as Bank (the "Bank"), with offices at 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Lender a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Lender under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

"PLEDGOR"

NEW AQUA, LLC

By: 

Name: John Ackerman

Title: Manager

Schedule A

PATENTS AND TRADEMARKS

Patents:

<u>File Number</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. Number</u>	<u>Date Filed</u>	<u>Patent Number</u>	<u>Grant Date</u>
Hellwat-10	SYSTEMS, METHODS AND APPARATUS FOR AUTOMATIC WATER MANAGEMENT OF WATER SOFTENER DISCHARGE WATER	US	Completed	61/288,978	12/22/09	N/A	N/A
Hellwat-11	IMPROVED OXIDATION TANK CONTROL VALVE ASSEMBLY AND SYSTEMS AND METHODS FOR REPLENISHING A CHARGE OF OXYGENCONTAINING GAS WITHIN AN OXIDATION TANK	US	Issued	12/237,900	9/25/08	7,638,063	12/29/09

Hellwat-12	METHOD OF WATER DISCHARGE MANAGEMENT	US	Issued	12/976,232	12/22/10	9,346,689	5/24/16
Hellwat-2	IRON FILTRATION SYSTEM	US	Issued	544,328	6/27/90	B1-50965	3/17/92
Hellwat-25-56626	SYSTEM FOR AUTOMATIC WATER DISCHARGE MANAGEMENT	US	Issued	14/963,435	12/9/15	9,862,619	1/2/07
Hellwat-7	IRON REMOVAL CONTROL VALVE SYSTEM	US	Issued	10/091,170	3/4/02	7,156,995	2/2/07
Hellwat-8	IMPROVED OXIDATION TANK CONTROL VALVE ASSEMBLY AND SYSTEMS AND METHODS FOR REPLENISHING A CHARGE OF OXYGENCONTAINING GAS WITHIN AN OXIDATION TANK	US	Issued	11/458,279	7/18/06	7,491,321	2/17/09
	AIF	US	Issued	10/842,104	5/10/04	7,300,569	11/27/07
	FAN BLADE DISTRIBUTOR	US	Issued	15/019,968	2/9/16	10,138,136	11/27/18

Trademarks:

<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Date Filed</u>	<u>App. Number</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Achieve Aqualibrium	US	Registered	6/27/14	86/322,757	12/30/14	4663868
Clear Solutions	US	Registered	4/27/16	87/015,616	8/29/17	5277437
Ecomax	US	Registered	1/12/16	86/872,277	12/13/16	5098863
Hellenbrand and Two Wave Design	US	Registered	3/6/03	78/222,387	1/13/04	2805040
Hellenbrand Environmentally Friendly and Design	US	Registered	4/14/08	77/447,771	9/29/09	3690159
Iron Curtain	CA	Registered	9/30/14	1,696,552	1/25/16	TMA926921
Iron Curtain	US	Registered	8/31/90	74/093,963	4/14/92	1682807
Iron Curtain	US	Registered	2/16/11	85/243,766	9/6/11	4022806
Iron Curtain Jr	US	Registered	2/16/11	85/243,761	9/6/11	4022805
Iron Curtain Jr and Design	US	Registered	2/16/11	85/243,773	9/6/11	4022807
Iron Lazer	US	Registered	10/19/15	86/792,318	5/23/17	5210155
Naturally Tasteful... Tastefully Natural and Design	US	Registered	8/23/07	77/262,706	10/6/09	3693201
Proficient H2O	US	Registered	5/21/14	86/287,635	8/18/15	4796396
Promate	US	Registered	7/31/01	76/293,092	9/17/02	2620858
Striker	US	Registered	10/19/15	86/792,311	5/16/17	5205623
Sulfur Curtain	US	Registered	8/2/12	85/693,309	11/19/13	4437365
Water That Works	US	Registered	2/11/15	86/531,083	4/5/16	4933899
What's in Your Water	US	Registered	8/23/07	77/262,703	10/13/09	3696382

Schedule of Patents and Trademarks

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