

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	02/20/2019

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HELLENBRAND, INC.		08/05/2019	Corporation: WISCONSIN

## RECEIVING PARTY DATA

<b>Name:</b>	NEW AQUA, LLC
<b>Street Address:</b>	8801 RIVER CROSSING BLVD. STE. 320
<b>City:</b>	INDIANAPOLIS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46240
<b>Entity Type:</b>	Limited Liability Company: INDIANA

## PROPERTY NUMBERS Total: 16

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:	4437365	SULFUR CURTAIN
Registration Number:	4933899	WATER THAT WORKS
Registration Number:	3696382	WHAT'S IN YOUR WATER?

## CORRESPONDENCE DATA

TRADEMARK

900510697

REEL: 006717 FRAME: 0808

OP \$415.00 4663868

**Fax Number:** 3175924782

*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:** 317-226-2251

**Email:** IPDOCKET@ICEMILLER.COM, ERICA.CLARK@ICEMILLER.COM

**Correspondent Name:** ICE MILLER LLP

**Address Line 1:** ONE AMERICAN SQUARE STE 3900

**Address Line 4:** INDIANAPOLIS, INDIANA 46282

<b>NAME OF SUBMITTER:</b>	Dustin S. DuBois
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<b>SIGNATURE:</b>	/Dustin S. DuBois/
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<b>DATE SIGNED:</b>	08/12/2019
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**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**  
**Nunc Pro Tunc**

THIS TRADEMARK ASSIGNMENT (the "Assignment"), dated as of the 20<sup>th</sup> day of February, 2019, is made by Hellenbrand, Inc., a Wisconsin Corporation having an address of 404 Moravian Valley Rd., Waunakee, WI 53597, (the "Assignor"), in favor of New Aqua, LLC., a limited liability company organized under the law of Indiana having an address of 8801 River Crossing Blvd., Ste. 320, Indianapolis, IN 46240 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement by and among them, and certain other parties ("Purchase Agreement"), and therein agreed as of February 20, 2019 (the "Effective Date") Assignor assigned to Assignee the following intellectual property (the "Assigned Registered Trademarks"), together with the goodwill of the business symbolized by and associated therewith:

Assigned Registered Trademark(s):

Mark	Reg. No.	Reg. Date
ACHIEVE	4,663,868	12/30/14
AQUALIBRIUM		
CLEAR SOLUTIONS	5,277,437	08/29/17
ECOMAX	5,098,863	12/13/16
HELLENBRAND	2,805,040	01/13/04
HELLENBRAND		
ENVIRONMENTALLY		
FRIENDLY	3,690,159	09/29/09
ENVIRONMENTALLY		
FRIENDLY		
IRON CURTAIN	TMA926921	01/25/16
IRON CURTAIN	1,682,807	04/14/92
IRON CURTAIN	4,022,806	09/06/11
IRON CURTAIN JR	4,022,805	09/06/11
IRON CURTAIN JR	4,022,807	09/06/11
IRON LAZAR	5,210,155	05/23/17
NATURALLY		
TASTEFUL...		
TASTEFULLY	3,693,201	10/06/09
NATURAL		
PROFICIENT H2O	4,796,396	08/18/15
PROMATE	2,620,858	09/17/02
SULFUR CURTAIN	4,437,365	11/19/13
WATER THAT	4,933,899	04/05/16

WORKS		
WHAT'S IN YOUR WATER?	3,696,382	10/13/09

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor as of the Effective Date hereby assigns and acknowledges that pursuant to the Purchase Agreement it has sold, conveyed, transferred, assigned, and delivered to Assignee, and its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Registered Trademarks, together with the goodwill of the business symbolized by and associated therewith, free and clear of all liens, claims, charges, and encumbrances of any kind whatsoever, to have and to hold forever.

Assignor hereby assigns and acknowledges that pursuant to the Purchase Agreement it has assigned to Assignee all past, present, and future causes of action for infringement and/or misappropriation of the Assigned Registered Trademarks, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the Effective Date.

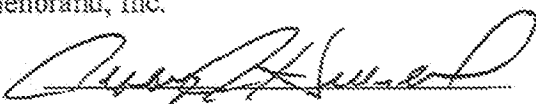
Assignor hereby assigns and acknowledges that pursuant to the Purchase Agreement it has assigned to Assignee all past, present, and future remedies for infringement and/or misappropriation of the Assigned Trademarks, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

Assignor hereby assigns and acknowledges that pursuant to the Purchase Agreement it has assigned to Assignee all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of Assignor in relation to the Assigned Registered Trademarks.

This Assignment shall be binding upon the respective successors and assigns of Assignor, and shall inure to the benefit of the successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Assignor:  
Hellenbrand, Inc.

By: 

Date: 8/5/19

Printed Name: Jeffrey J. Hellenbrand

Title: President



STATE OF Wisconsin )  
 ) SS:  
COUNTY OF Dane )

Subscribed to and sworn before me, a Notary Public, in and for the said County and State, this 5<sup>th</sup> day of August, 2019.

Margaret S.  
Signature)

Margaret Sarafiny Notary Public  
(Printed Name)

My Commission Expires: 11-15-22 County of Residence: Columbia

Assignee:  
New Aqua, LLC

By: [Signature]

Date: 8/5/2019

Printed Name: Don Line

Title: President