

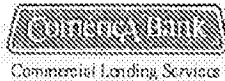
TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		09/16/2019	Chartered Bank: TEXAS
RECEIVING PARTY DATA			
Name:	Waterloo Sparkling Water Corp.		
Street Address:	2612 E. Cesar Chevez St., #200		
Internal Address:	Max tenney		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78702		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87641151	TRUE TO FRUIT	
Serial Number:	87622541	LEGENDARY TASTE	
Serial Number:	87381144	WATERLOO SPARKLING WATER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5166636681		
Email:	smcgrath@rmfpc.com		
Correspondent Name:	Sandra McGrath		
Address Line 1:	1425 RXR Plaza		
Address Line 2:	15th Floor		
Address Line 4:	Uniondale, NEW YORK 11556		
NAME OF SUBMITTER:	Sandra McGrath		
SIGNATURE:	/s/ Sandra McGrath		
DATE SIGNED:	09/24/2019		
Total Attachments: 2			
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OP \$90.00 87641151



Comerica Bank
39200 Six Mile Road MC 7576
Livonia MI 48152

September 16, 2019

Waterloo Sparkling Water Corp.
2612 E. Cesar Chavez St., #200
Austin, TX 78702
Attn: Max Tenney

RE: Waterloo Sparkling Water Corp., a Delaware corporation
("Borrower")

Dear: Mr. Tenney

Comerica Bank, a Texas banking association ("Comerica"), has been informed that Borrower intends to pay off certain indebtedness, owing by Borrower to Comerica (collectively, the "Obligation"). The Payoff Amount (described on Exhibit A attached hereto) assumes no further borrowings under or repayments of any of the obligation(s) to be paid off at any time prior to or on the Payoff Date (as defined on Exhibit A attached hereto). For same-day credit, funds must be in the form of a wire transfer or a check drawn on Comerica Bank. Interest is due to the date the funds are available to Comerica. The Payoff Amount shall increase by the per diem amount for each day until full payment is made, to account for the continued accrual of interest. The Payoff Amount must be verified before submitting final payment. For verification, please contact the Resource Center @ 800-550-3128. Wired funds must be received by Comerica's Wire Department by 3:00 pm PST or they will be considered received the next business day. Funds should be paid to Comerica pursuant to the following instructions:

Wiring Instructions:

Comerica Bank ABA#: 121137522

Wire Acct No. [REDACTED]

For Credit to Obligor Number: [REDACTED]

Customer Name:

Waterloo Sparkling Water Corp.

Obligation Number:

18

Attention:

SU#5 CC#97447

Mailing Instructions:

(Allow 3-5 days for delivery)

Comerica Bank

MC 7576 - Commercial Lending

39200 Six Mile Road

Livonia MI 48152

Upon Comerica's receipt, in immediately available funds, of the Payoff Amount, plus any additional per diem interest accruing from the Payoff Date, Comerica will:


- a) Deem any and all security interests Comerica may have in the property or assets of Borrower or any guarantor to be terminated (except where other obligations owing to Comerica may be secured by the same assets (which, for the avoidance of doubt, shall include any liens granted to Comerica to secure any outstanding credit card obligations (collectively, the "Credit Card Obligations"), all loan documents and obligations evidencing or relating to the Obligation to be terminated (other than any indemnification obligations and other provisions which survive such termination), and release guarantors from any obligations it may have to Comerica under any guaranties of the guarantors supporting the obligations (except where other obligations may be supported by the same guaranties), subject to the reinstatement provision of the guaranties, as provided therein; and
- b) Comerica hereby authorizes Borrower (an anyone Borrower designates) to file documents, and Comerica will deliver to Borrower (and file, if required) documentations as reasonable requested by Borrower, terminating the subject security interests, including, but not limited to, a UCC-3 termination statement for the corresponding UCC-1 financing statement # 2018 6812214 filed with the State of Delaware, intellectual property release, and mortgage discharges related to the obligations being paid off. Cash collateral securing the Credit Card Obligations will not be released.

In consideration of Comerica delivering the documents described above (collectively, the "Release Documents"), Borrower shall be responsible for filing and/or recording the Release Documents (except where Comerica is required to file the documents), together with any related expenses, with all applicable filing/recording offices.

Comerica's financing arrangement with Borrower is such that the Payoff Amount may not represent all amounts owing to Comerica because of adjustments for returned items, insufficient funds checks, partial credits, provisional credits and like items taken into consideration in calculating the payoff, discovered errors, errors disclosed by audit (collectively, the "Adjustments"). Also, Borrower likely maintains accounts with Comerica, which may include, but are not limited to, checking, deposit, payroll and securities accounts, which accrue fees, service charges and other charges (collectively, the "Charges"). Until Borrower closes its accounts with Comerica, these Charges will continue to accrue, and Comerica's rights and interests in the accounts will remain in effect. Moreover, additional legal fees and expenses (the "Expenses") may be incurred in connection with the payoff of the obligations. Comerica has made a good faith attempt to identify the full amount of the obligations, including any Adjustments, Charges and Expenses as of the date of closing (other than Charges payable in the ordinary course of business), and has included such amounts in the Payoff Amount. However, if the Payoff Amount is not accurate for whatever reason, Borrower (and any guarantor(s)) remain liable and must pay the full amount of the obligations due Comerica.

Because of the possibility of Adjustments associated with accounts, Borrower agrees to hold Comerica harmless from any and all losses, damages, deficiencies, liabilities and expenses relating to or caused by the Adjustments, and agrees to pay and indemnify Comerica with respect to any charges related to any Adjustments.


COMERICA BANK, a Texas banking
association

By: 
Name: Daniel Alvarez
Title: Vice President

BORROWER

ACKNOWLEDGED AND AGREED

WATERLOO SPARKLING WATER CORP., a
Delaware corporation

By: 
Name: Mike Tenney
Title: VP of Finance