

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LVD ACQUISITION, LLC		11/14/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1300 THAMES STREET, 4TH FLOOR		
City:	BALTIMORE		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	717876	AQUARIUS	
Registration Number:	982171	OASIS	
Registration Number:	805948	OASIS	
Registration Number:	739747	OASIS	
Registration Number:	739633	OASIS	
Registration Number:	3260991	SUNROC	
Registration Number:	1851076	VERSACOOLER	
Registration Number:	1578602	TEL KEE	
Registration Number:	3753156	WATER FRIENDLY SOLUTIONS	
Registration Number:	3857989	AQUA POINTE	
Registration Number:	3915221	FRESHIELD	
Registration Number:	3915242	VERSAFILLER	
Registration Number:	4433155	GALAXI	
Registration Number:	1801499	AQUA BAR	
Serial Number:	88249790	QUASAR	
Serial Number:	88080467	MAXXFILL	
CORRESPONDENCE DATA			
Fax Number:	6508385109		

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TRADEMARK

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: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: SOPHIE ZANDER
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/129
NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	11/20/2019

Total Attachments: 7

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 14, 2019, (this “Agreement”), by LVD Acquisition, LLC, a Delaware limited liability company (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 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 to Syndicated Facility Agreement, dated as of August 31, 2017, that certain Second Amendment to Syndicated Facility Agreement, dated as of March 12, 2018, that certain Third Amendment to Syndicated Facility Agreement, dated as of July 19, 2019, that certain Fourth Amendment to Syndicated Facility Agreement, dated as of July 10, 2019, that certain Fifth Amendment to Syndicated Facility Agreement, dated as of September 30, 2019, and as further 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 Lenders from time to time party thereto, Morgan Stanley, in its capacities as administrative agent and collateral agent for the Lenders and as an Issuing Bank and the Swingline Lender, and 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 and Section 4.03(c) of the Security Agreement, the Grantor hereby agrees as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement 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 “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; 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 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


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


LVD ACQUISITION, LLC

By:  _____
Name: John Scimone
Title: Chief Financial Officer and Treasurer

SCHEDULE I

TRADEMARKS

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
LVD Acquisition, LLC	AQUARIUS	Registered	72/104701	9/19/1960	717876	7/4/1961
LVD Acquisition, LLC	OASIS	Registered	72/430039	7/17/1972	982171	4/16/1974
LVD Acquisition, LLC	OASIS	Registered	72/218539	5/11/1965	805948	3/22/1966
LVD Acquisition, LLC	OASIS	Registered	72/132451	11/21/1961	739747	10/23/1962
LVD Acquisition, LLC	OASIS	Registered	72/132452	11/21/1961	739633	10/23/1962
LVD Acquisition, LLC	SUNROC	Registered	78/963782	8/30/2006	3260991	7/10/2007
LVD Acquisition, LLC	VERSACOOLER	Registered	74/316224	9/22/1992	1851076	8/23/1994
LVD Acquisition, LLC	TEL KEE (and Design) 	Registered	73/758431	10/18/1988	1578602	1/23/1990
LVD Acquisition, LLC	WATER FRIENDLY SOLUTIONS	Registered	77/623457	12/1/2008	3753156	2/23/2010
LVD Acquisition, LLC	AQUA POINTE	Registered	77/794188	7/31/2009	3857989	10/5/2010
LVD Acquisition, LLC	FRESHIELD	Registered	85/003254	3/31/2010	3915221	2/1/2011
LVD Acquisition, LLC	VERSAFILLER	Registered	85/042433	5/19/2010	3915242	2/1/2011
LVD Acquisition, LLC	GALAXI	Registered	85/527242	1/27/2012	4433155	11/12/2013

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
LVD Acquisition, LLC	AQUA BAR (and Design) 	Registered	74/265008	4/13/1992	1801499	10/26/1993

TRADEMARK APPLICATIONS

Grantor	Mark Name	Status	App. No.	App. Date
LVD Acquisition, LLC	QUASAR	Allowed (ITU)	88/249790	1/4/2019
LVD Acquisition, LLC	MAXXFILL	Allowed (ITU)	88/080467	8/16/2018

SCHEDULE II

PATENTS

Grantor	Title	Patent No.	Grant Date	Appl. No.
LVD Acquisition, LLC	REMOVABLE RESERVOIR COOLER	6418742	7/16/2002	09/955,727
LVD Acquisition, LLC	FEED TUBE ADAPTER FOR A BOTTLED WATER COOLER	6619511	9/16/2003	10/071,009
LVD Acquisition, LLC	WATER DISPENSING STATION WITH COMMUNICATION SYSTEM	6636151	10/21/2003	09/895,013
LVD Acquisition, LLC	THERMOELECTRIC WATER COOLER WITH FILTER MONITOR SYSTEM	6736298	5/18/2004	10/114,861
LVD Acquisition, LLC	DEVICE AND METHOD FOR PREVENTING THE OVERFLOW OF A FLUID RESERVOIR	9656850	5/23/2017	14/484,831
LVD Acquisition, LLC	DEVICE AND METHOD FOR SANITIZING SURFACES AND TREATING WATER USING OZONE	9969632	5/15/2018	14/297,706
LVD Acquisition, LLC	SPOUT WITH REVERSED FLOW	10077195	9/18/2018	15/483,103
LVD Acquisition, LLC	TOP FOR A WATER FILTER CARTRIDGE	D638,097	5/17/2011	29/360,891
LVD Acquisition, LLC	PET BOWL	D833087	11/6/2018	29/588,736
LVD Acquisition, LLC	BOWL FEEDER	D840115	2/5/2019	29/594,516

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.