

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAYNE CORPORATION		11/14/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. WASHINGTON ST., 9TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	879932		
Registration Number:	844761	RAYNE	
Registration Number:	844760	RAYNE WATER CONDITIONING	
Registration Number:	700965	RAYNE	
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:	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: 6			

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 14, 2019, (this "Agreement"), by Rayne Corporation, a California corporation (the "Grantor") in favor of Cortland Capital Market Services LLC, as administrative agent and collateral agent (in such capacities, the "Administrative Agent") for the Secured Parties.

Reference is made to that certain Second 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 Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of December 13, 2016 (as amended by that certain First Amendment, dated as of August 31, 2017, that certain Second Amendment, dated December 21, 2018 and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit 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 and the Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit 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.

RAYNE CORPORATION

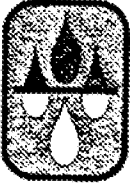

By: 
Name: Budd Larned
Title: President of North America

[Signature Page to Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006800 FRAME: 0371

SCHEDULE I

TRADEMARKS

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
Rayne Corporation	Design 	Registered	72/273983	6/15/1967	0879932	11/4/1969
Rayne Corporation	RAYNE	Registered	72/262194	1/9/1967	0844761	2/20/1968
Rayne Corporation	RAYNE WATER CONDITIONING & Design 	Registered	72/251335	7/29/1966	0844760	2/20/1968
Rayne Corporation	<i>Rayne</i>	Registered	72/081332	9/14/1959	0700965	7/12/1960

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.