

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557132

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT BANK, N.A. (as successor by merger with ONEWEST BANK, FSB)	FORMERLY ONEWEST BANK, FSB	01/09/2020	National Banking Administrative Agent:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rayne Corporation		
<b>Street Address:</b>	4635 Ruffner Street		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92111		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Rayne Dealership Corporation		
<b>Street Address:</b>	4635 Ruffner Street		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92111		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	Rayne - San Diego, Inc.		
<b>Street Address:</b>	4635 Ruffner Street		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92111		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>Name:</b>	Boncor Water Systems, LLC		
<b>Street Address:</b>	245 S. Quince Street		
<b>City:</b>	Escondido		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Cal Soft Water Service, Inc.		
<b>Street Address:</b>	11726 San Vicente Blvd., #300		
<b>City:</b>	Los Angeles		
<b>TRADEMARK</b>			

CH \$215.00 2466922

<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90049
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Rayne Water Conditioning, Inc.
<b>Street Address:</b>	15602 N. 32nd St.
<b>City:</b>	Phoenix
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85032
<b>Entity Type:</b>	Corporation: ARIZONA
<b>Name:</b>	Pionetics Corporation
<b>Street Address:</b>	4635 Ruffner Street
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92111
<b>Entity Type:</b>	Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2466922	FOR THE WATER IN YOUR LIFE
<b>Registration Number:</b>	0879932	
<b>Registration Number:</b>	0844761	RAYNE
<b>Registration Number:</b>	0844760	RAYNE WATER CONDITIONING
<b>Registration Number:</b>	0700965	RAYNE
<b>Registration Number:</b>	3454200	DIAL-A-TASTE
<b>Registration Number:</b>	2789653	PIONETICS
<b>Registration Number:</b>	2789652	LINX

**CORRESPONDENCE DATA**

**Fax Number:** 2123183400

*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:** 1 212 318 3082

**Email:** steven.bovino@nortonrosefulbright.com,  
martin.rosenfeld@nortonrosefulbright.com,  
nyipdocket@nortonrosefulbright.com

**Correspondent Name:** Steven Bovino-Norton Rose Fulbright US

**Address Line 1:** 1301 Avenue of the Americas

**Address Line 2:** Suite 3100

**Address Line 4:** New York, NEW YORK 10019-6022

**ATTORNEY DOCKET NUMBER:** 1001061744

**NAME OF SUBMITTER:** Steven Bovino

<b>SIGNATURE:</b>	/Steven Bovino /
<b>DATE SIGNED:</b>	01/13/2020
<b>Total Attachments: 6</b> source=CIT BANK termination 01092020#page1.tif source=CIT BANK termination 01092020#page2.tif source=CIT BANK termination 01092020#page3.tif source=CIT BANK termination 01092020#page4.tif source=CIT BANK termination 01092020#page5.tif source=CIT BANK termination 01092020#page6.tif	

**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This Termination and Release of Security Interest in Intellectual Property ("IP Security Release") is made as of January 9, 2020 by CIT BANK, N.A., a national banking association (as successor by merger with ONEWEST BANK, FSB, a federal savings bank), as administrative agent (in such capacity, the "Secured Party"), in favor of RAYNE CORPORATION, a Delaware corporation, RAYNE DEALERSHIP CORPORATION, a Delaware corporation, RAYNE – SAN DIEGO, INC., a California corporation, BONCOR WATER SYSTEMS, LLC, a Delaware limited liability company, CAL SOFT WATER SERVICE, INC., a Delaware corporation, RAYNE WATER CONDITIONING, INC., an Arizona corporation and PIONETICS CORPORATION, a California corporation (collectively, the "Grantors" and each a "Grantor"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Rayne IP Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantors entered into a certain Intellectual Property Security Agreement, dated June 24, 2011 (the "Rayne IP Security Agreement") with Secured Party's predecessor-in-interest, notice of which was recorded on June 28, 2011 at the United States Patent and Trademark Office at Reel 026514, Frame 0851 and Reel 4571, Frame 0312;

WHEREAS, each Grantor granted the Secured Party, under the terms of the Rayne IP Security Agreement, a continuing security interest (the "Security Interest") in favor of the Secured Party, in and to all of such Grantor's Intellectual Property, including without limitation the Patents listed in Exhibit A, the Trademarks listed in Exhibit B, all proceeds of any and all of the foregoing, and all causes of action arising before or after the date of the Rayne IP Security Agreement for infringement of any of the Patents or for unfair competition regarding the same.

WHEREAS, the Secured Party has agreed to terminate and release its Security Interest in all such Intellectual Property, along with any other security interests with respect to any and all other intellectual property owned by any of the Grantors, as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Secured Party hereby agrees as follows:

SECTION 1. The Secured Party, for itself and on behalf of the lenders and other holders of the Security Interest, hereby releases, terminates and discharges any and all of its interest in and lien on the Intellectual Property of the Grantors, including, without limitation, the Patents listed in Exhibit A, the Trademarks listed in Exhibit B, all proceeds of any and all of the foregoing, including the goodwill of the business connected with the use of, and symbolized by, any and all of the foregoing, and all causes of action arising before or after the date of the Rayne IP Security Agreement for infringement of any of the Patents or for unfair competition regarding the same, and assigns, transfers and conveys, without any recourse and without any representations or

warranties of any nature, express or implied, to the Grantors any and all right, title and interest in and to such Intellectual Property.

SECTION 2. Secured Party hereby authorizes each Grantor or any of its authorized representatives to file this IP Security Release with the United States Patent and Trademark Office ("USPTO") and the United States Copyright Office ("USCO") or any other applicable governmental office. Secured Party hereby further requests that the USPTO and the USCO (or such other applicable governmental office) record this IP Security Release.

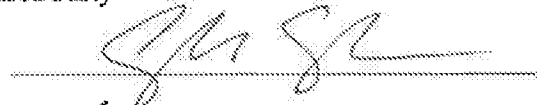
SECTION 3. Secured Party hereby agrees to take all further actions, and provide to each Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments as the Grantor and its successors, assigns and legal representatives may reasonably request, in writing, in order to confirm, effectuate or record this IP Security Release.

**[Remainder of this page intentionally left blank; signature page follows]**

IN WITNESS WHEREOF, the Secured Party has caused this IP Security Release to be executed as of the day and year first written above.

**CIT BANK, N.A.**  
as Secured Party

By: \_\_\_\_\_



Name:

*Sumon UIN*

Title:

*Amazonian Senator*

**EXHIBIT A**  
**U. S. PATENTS**

<b>Title</b>	<b>Application/Publication/ Patent Number</b>	<b>Filing/Issue Date</b>	<b>Assignee</b>
Cartridge Having Textured Membrane	<b>12/861,800</b> <b>Publication No.</b> <b>US20110042218</b>	08/23/2010	Pionetics Corporation
Power Supply for Electrochemical Ion Exchange	<b>11/024,521</b> <b>Publication No.</b> <b>US20060138997</b>	12/28/2004	Pionetics Corporation
Electrochemically Assisted Ion Exchange	<b>US 5,788,826</b>	08/04/1998	Pionetics Corporation
Selectable Ion Concentrations with Electrolytic Ion Exchange	<b>US 7,344,629</b>	03/18/2008	Pionetics Corporation
Textured Ion Exchange Membranes	<b>7,959,780</b>	06/14/2011	Pionetics Corporation
Fluid Flow Controlling Valve having Seal with Reduced Leakage	<b>11/021,931</b> <b>Publication No.</b> <b>US20060137986</b>	06/29/2006	Pionetics Corporation
Electrochemical Ion Exchange with Textured Membranes and Cartridge	<b>7,780,833</b>	08/24/2010	Pionetics Corporation
Electrochemical Ion Exchange Treatment of Fluids	<b>11/539,596</b> <b>Publication No.</b> <b>US20070108056</b>	05/17/2007	Pionetics Corporation
Power Supply for Electrochemical Ion Exchange Cell	<b>11/552,068</b> <b>Publication No.</b> <b>US20070120523</b>	05/31/2007	Pionetics Corporation
Regeneration of Electrolytic Ion Exchange Cells	<b>11/731,188</b> <b>Publication No.</b> <b>US20070175766</b>	08/02/2007	Pionetics Corporation
Regeneration of Ion Exchange Resin and Recovery of Regenerant Solution	<b>12/889,350</b> <b>Publication No.</b> <b>US20110077144</b>	09/23/2010	Rayne Corporation

**EXHIBIT B  
U. S. TRADEMARKS**

U.S. Trademark	Serial No. Registration No.	Filing/Issue Date	Assignee
FOR THE WATER IN YOUR LIFE	2,466,922	07/10/2001	Rayne Corporation
DESIGN ONLY	879,932	11/04/1969	Rayne Corporation
RAYNE	844,761	02/20/1968	Rayne Corporation
RAYNE WATER CONDITIONING	844,760	02/20/1968	Rayne Corporation
RAYNE	700,965	07/12/1960	Rayne Corporation
DIAL-A-TASTE	3,454,200	06/24/2008	Pionetics Corporation
PIONETICS	2,789,653	12/02/2003	Pionetics Corporation
LINX	2,789,652	12/02/2003	Pionetics Corporation



