

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX Growth Capital, LLC	FORMERLY ORIX Venture Finance LLC	02/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Quench USA, Inc.		
Street Address:	780 5th Avenue, Suite 135		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85154043	FREEDOM FROM BOTTLED WATER	
Registration Number:	3285969	QUENCH	
Registration Number:	3285968	QUENCH	
CORRESPONDENCE DATA			
Fax Number:	2132897739		
<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:	213-426-2619		
Email:	aarnelle@goodwinlaw.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	601 S. Figueroa Street, Ste. 4100		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	02/11/2020		
Total Attachments: 4			
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OP \$90.00 85154043

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 11th day of February, 2020 (the “Release Date”) by ORIX Growth Capital, LLC, a Delaware limited liability company (f/k/a ORIX Venture Finance LLC) having an address of 1717 Main Street, Suite 1100, Dallas, TX 75201 (the “Secured Party”), for the benefit of Quench USA, Inc., a Delaware corporation having an address of 780 5th Avenue, Suite 135, King of Prussia, PA 19406 (the “Debtor”).

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of October 7, 2011 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all Intellectual Property, trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the “Marks”);

WHEREAS, on or about October 7, 2011, Secured Party has recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 004638, Frame 0249 a notice of security interests in the Marks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that the Secured Party release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Security Agreement, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

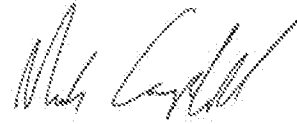
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

ORIX GROWTH CAPITAL, LLC,
a Delaware limited liability company (f/k/a ORIX
Venture Finance LLC)



By: _____

Name: Mark Campbell

Title: Authorized Representative

EXHIBIT A

The Marks

Trademark Applications:

Mark	Serial Number	Application Date
FREEDOM FROM BOTTLED WATER	85154043	10/15/2010

Trademark Registrations:

Mark	Registration Number	Registration Date
QUENCH	3285969	08/28/2007
QUENCH	3285968	08/28/2007