

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quench USA, Inc.		04/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as administrative agent		
Street Address:	1300 Thames Street		
Internal Address:	4th Floor, Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5900501	CAFE DEL CAMPO DISTINCT COFFEES	
Registration Number:	4997057	PUREBREW	
Registration Number:	4467009	CLEANCONTACT	
Registration Number:	4339753	FRESHNESS YOU CAN TASTE	
Registration Number:	4281492	WELLSYS	
Registration Number:	4513234	REDCANOE	
Registration Number:	3828764	SPECTRUM COFFEE & WATER	
Registration Number:	3285969	QUENCH	
Registration Number:	3313152	INTERPURE	
Registration Number:	3113550	PURLOGIX	
Registration Number:	3113551	SANI-TWIST	
Registration Number:	3091903	PURE WATER FINANCE	
Registration Number:	3016871	ATS AUTO TANK SANITIZATION	
Registration Number:	2390899	PHSI	
Registration Number:	2277450	PURE WATER TECHNOLOGY	
Serial Number:	88119977	WELLSYS	
CORRESPONDENCE DATA			

CH \$415.00 5900501

Fax Number: 2147467777

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: 2147467700

Email: juan.arias@weil.com

Correspondent Name: Richard Riles

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER:	Richard Riles-39811.0014
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NAME OF SUBMITTER:	RICHARD RILES
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SIGNATURE:	/RICHARD RILES/
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DATE SIGNED:	04/09/2020
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Total Attachments: 6

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 8, 2020, (this “Agreement”), by Quench USA, Inc., a Delaware corporation (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”), by and among AI Aqua Merger Sub, Inc., a Delaware corporation (the “Borrower”), the other Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrower 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, 2018, 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, that certain Sixth Amendment to Syndicated Facility Agreement, dated as of March 30, 2020, 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, the Borrower, AI Aqua Zip Bidco Pty Ltd. ACN 620 031 549, a limited liability company organized under the laws of New South Wales, 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 (the “First Lien Lenders”) and the Administrative Agent. Consistent with the requirements set forth in Sections 4.09 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.

QUENCH USA, INC.

By:  _____

Name: Anthony Ibarquen


Title: Chief Executive Officer and President

SCHEDULE I

TRADEMARKS

Trademark	Registration Number	Registration Date	Owner Name
CAFE DEL CAMPO DISTINCT COFFEES 	5900501	11/5/2019	Quench USA, Inc.
PUREBREW	4997057	7/12/2016	Quench USA, Inc.
CLEANCONTACT	4467009	1/14/2014	Quench USA, Inc.
FRESHNESS YOU CAN TASTE	4339753	5/21/2013	Quench USA, Inc.
WELLSYS USA CORPORATION 	4281492	1/29/2013	Quench USA, Inc.
REDCANOE	4513234	4/15/2014	Quench USA, Inc.
SPECTRUM COFFEE & WATER 	3828764	8/3/2010	Quench USA, Inc.
QUENCH	3285969	8/28/2007	Quench USA, Inc.
INTERPURE	3313152	10/16/2007	Quench USA, Inc.
PURLOGIX	3113550	7/11/2006	Quench USA, Inc.
SANI-TWIST	3113551	7/11/2006	Quench USA, Inc.
PURE WATER FINANCE	3091903	5/16/2006	Quench USA, Inc.
ATS AUTO TANK SANITIZATION	3016871	11/22/2005	Quench USA, Inc.
PHSI 	2390899	10/3/2000	Quench USA, Inc.
PURE WATER TECHNOLOGY	2277450	9/14/1999	Quench USA, Inc.

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Owner Name
WELLSYS 	88119977	9/17/2018	Quench USA, Inc.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.