

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571519

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quench USA, Inc.		04/08/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cortland Capital Market Services LLC, as administrative agent		
<b>Street Address:</b>	225 W. Washington Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5900501	CAFE DEL CAMPO DISTINCT COFFEES	
<b>Registration Number:</b>	4997057	PUREBREW	
<b>Registration Number:</b>	4467009	CLEANCONTACT	
<b>Registration Number:</b>	4339753	FRESHNESS YOU CAN TASTE	
<b>Registration Number:</b>	4281492	WELLSYS	
<b>Registration Number:</b>	4513234	REDCANOE	
<b>Registration Number:</b>	3828764	SPECTRUM COFFEE & WATER	
<b>Registration Number:</b>	3285969	QUENCH	
<b>Registration Number:</b>	3313152	INTERPURE	
<b>Registration Number:</b>	3113550	PURLOGIX	
<b>Registration Number:</b>	3113551	SANI-TWIST	
<b>Registration Number:</b>	3091903	PURE WATER FINANCE	
<b>Registration Number:</b>	3016871	ATS AUTO TANK SANITIZATION	
<b>Registration Number:</b>	2390899	PHSI	
<b>Registration Number:</b>	2277450	PURE WATER TECHNOLOGY	
<b>Serial Number:</b>	88119977	WELLSYS	
<b>CORRESPONDENCE DATA</b>			

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

<b>ATTORNEY DOCKET NUMBER:</b>	Richard Riles -39811.0014
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<b>NAME OF SUBMITTER:</b>	RICHARD RILES
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<b>SIGNATURE:</b>	/RICHARD RILES/
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<b>DATE SIGNED:</b>	04/10/2020
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**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 April 8, 2020, (this "Agreement"), by Quench USA, Inc., a Delaware 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"), by and among AI Aqua Merger Sub, Inc., a Delaware corporation (the "Borrower"), the other 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, the Borrower, the Lenders from time to time party thereto (the "Second Lien Lenders") and the Administrative Agent. Consistent with the requirements set forth in Section 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.

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.