

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AquaVenture Holdings Limited		04/23/2020	Company: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	Quench USA, Inc.		
Street Address:	630 Allendale Road, Suite 200		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86977252	WATER-AS-A-SERVICE	
Serial Number:	86056257	WATER AS A SERVICE	
Serial Number:	86056259	WAAS	
Serial Number:	86977253	WAAS	
Serial Number:	86977258	AQUAVENTURE HOLDINGS	
Serial Number:	86427972	AQUAVENTURE HOLDINGS	
Serial Number:	86056255	AQUAVENTURE	
CORRESPONDENCE DATA			
Fax Number:	6508023100		
<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:	6508023000		
Email:	brian.lee@weil.com		
Correspondent Name:	Edric Itchon		
Address Line 1:	201 Redwood Shores Parkway		
Address Line 4:	Redwood City, CALIFORNIA 94065		
NAME OF SUBMITTER:	Edric Itchon		
SIGNATURE:	/Edric Itchon/		
DATE SIGNED:	04/24/2020		

OP \$190.00 86977252

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** is effective as of April 23, 2020 (the "Effective Date") between AquaVenture Holdings Limited ("Assignor") and Quench USA, Inc. ("Assignee") (this "Assignment").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

1. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all of the following (collectively, the "Trademark Rights"):

(a) all of Assignor's right, title and interest throughout the world (including all common law rights and all rights provided by international conventions and treaties) in and to the trademark registrations and trademark applications set forth on Schedule A (collectively, the "Assigned Trademarks") in connection with the assignment of the businesses of the Assignor to which the Assigned Trademarks relate, together with the goodwill of the businesses symbolized by the Assigned Trademarks and the goodwill of the businesses in connection with which the Assigned Trademarks are used;

(b) all of Assignor's rights to causes of action (whether known or unknown or whether currently pending, filed or otherwise) and remedies related to any of the Assigned Trademarks, including the right to sue (including for damages and injunctive relief), counterclaim and recover for any past, present or future infringement, violation, dilution or other unauthorized use of any of the Assigned Trademarks;

(c) all of Assignor's rights to receive income, royalties, damages, payments or other consideration now or hereafter due or payable with respect to any of the Assigned Trademarks;

(d) all of Assignor's rights to prosecute and maintain the Assigned Trademarks;
and

(e) all other rights and interests of Assignor arising out of, in connection with or in relation to any of the Assigned Trademarks.

2. Assignor hereby authorizes and requests the United States Patent and Trademark Office and each other trademark office or applicable governmental agency in each applicable jurisdiction to record this Assignment and to issue any and all trademark registrations or other governmental grants or issuances that have been or may be granted upon any of the Trademark Rights to and in the name of Assignee.

3. From and after the Effective Date, Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the

Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Trademark Rights or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

4. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute unless this Assignment expressly states otherwise), without giving effect to conflict of law principles thereof. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. In the event that any provision of this Assignment, or the application of any such provision to any party or set of circumstances, is determined by a court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Assignment, and the application of such provision to parties or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

ASSIGNOR

AQUAVENTURE HOLDINGS LIMITED

By: [Signature]

Name: Brian A. Miller

Title: Sr. VP & General Counsel

ASSIGNEE

QUENCH USA, INC.

By: [Signature]

Name: Brian A. Miller

Title: Sr. V.P. & General Counsel

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK

REEL: 006922 FRAME: 0678

Schedule A

Trademarks Registrations and Trademark Applications

	Trademark	Country	Application Number	Application Date	Registration Number	Registration Date
1.	WATER-AS-A-SERVICE	United States	86977252	Sep 5, 2013	4852831	November 10, 2015
2.	WATER AS A SERVICE	United States	86056257	Sep 5, 2013	5241727	July 11, 2017
3.	WAAS	United States	86056259	Sep 5, 2013	5241728	July 11, 2017
4.	WAAS	United States	86977253	Sep 5, 2013	4848073	November 3, 2015
5.	AQUAVENTURE HOLDINGS	United States	86977258	Oct 20, 2014	4848075	Nov 3, 2015
6.	AQUAVENTURE HOLDINGS	United States	86427972	Oct 20, 2014	5612113	Nov 20, 2018
7.	AQUAVENTURE	United States	86056255	Sep 5, 2013		