

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635619

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Niagara Bottling, LLC		03/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	1525 West W.T. Harris Boulevard		
<b>Internal Address:</b>	MAC D1109-019		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4466796	NIAGARA	
<b>Registration Number:</b>	4653131	GAME PLAN	
<b>Registration Number:</b>	1682185	NIAGARA MIST 100% NATURAL SPRING WATER	
<b>Registration Number:</b>	4800309	ECO-AIR	
<b>Registration Number:</b>	3975661	PRISTINE MIST	
<b>Registration Number:</b>	3966725	ECO-AIR BOTTLE	
<b>Registration Number:</b>	4607169	ECO-AIR BOTTLE	
<b>Registration Number:</b>	3971728	ARAGANI	
<b>Registration Number:</b>	3971729	TASTE THE PURE DIFFERENCE!	
<b>Registration Number:</b>	4902242	CRYSTAL PRISTINE	
<b>Registration Number:</b>	4508104	ECO-AIR PACKAGE	
<b>Registration Number:</b>	4607161	NOW THAT'S REFRESHING	
<b>Registration Number:</b>	4646550	GAMEPLAN	
<b>Registration Number:</b>	2505528	ZAQUA	
<b>Registration Number:</b>	4770139	ALOHA BLAST	
<b>Registration Number:</b>	5576156	THIRST QUENCHING NOT TRENDSETTING	
<b>Registration Number:</b>	4915174	LESS PLASTIC, MORE SAVINGS	
<b>Registration Number:</b>	5448841	WHEN YOU WANT WATER, NOT HYPE	
<b>TRADEMARK</b>			

OP \$1040.00 4466796

Property Type	Number	Word Mark
Registration Number:	5443641	ESSENTIAL TO LIFE, NOT STATUS
Registration Number:	4873982	NIAGARA CARES
Registration Number:	6211499	EMPAQUE ECO-AIRE
Registration Number:	5396889	PRISTINE CLEAR
Registration Number:	4422205	PUREAU
Registration Number:	5438689	PUREAU
Registration Number:	5552539	H2O+
Registration Number:	5723491	QUALITY IN EVERY DROP
Registration Number:	6170050	MR. P'S
Registration Number:	6170051	DOCTOR P
Registration Number:	6197942	ELEVATE YOUR WATER
Serial Number:	90168170	HERO2O
Serial Number:	90168140	ECO HERO
Serial Number:	90122383	WATERHOOD
Serial Number:	88935283	ANEW
Serial Number:	88935294	ENCORE
Serial Number:	88811675	WELL2O
Serial Number:	88783422	JOIN THE WATERHOOD
Serial Number:	88507225	EAVEN
Serial Number:	88507222	L.I.B.
Serial Number:	88507229	WELL2O
Serial Number:	88092519	WE SELL WATER, NOT HYPE
Serial Number:	87638572	CRYSTAL GLACIER

**CORRESPONDENCE DATA**

Fax Number: 7044448857

*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: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 03/30/2021

Total Attachments: 7

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**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

This **NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS** (“*Agreement*”), dated as of March 30, 2021, is made by **NIAGARA BOTTLING, LLC**, a Delaware limited liability company (the “*Grantor*”), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in that certain Amended and Restated Credit Agreement Credit Agreement (the “*Credit Agreement*”) dated as of March 30, 2021, among the Grantor, the Administrative Agent and the Lenders party thereto).

W I T N E S S E T H:

**WHEREAS**, in connection with the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of February 22, 2017 (as amended, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in its Intellectual Property (as defined in the Security Agreement), including Trademarks (as defined in the Security Agreement); and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and the Secured Hedge Agreements and Secured Cash Management Agreements, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

**SECTION 2. Grant of Security Interest.** The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

**SECTION 3. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Acknowledgement.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which

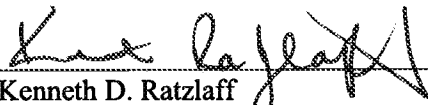
(including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

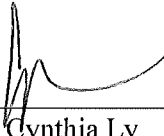
**IN WITNESS WHEREOF**, The parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto authorized as of the day and year first above written.

**NIAGARA BOTTLING, LLC**

By:   
Name: Kenneth D. Ratzlaff  
Title: Executive Vice President of Finance

[Signatures Continue on Following Page]


**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By:   
Name: Cynthia Ly  
Title: Vice President

**SCHEDULE A**

Trademarks and Trademark Licenses

**NIAGARA TRADEMARK REGISTRATIONS – MARCH 2021**

<b>Mark</b>	<b>Country</b>	<b>Registration Date</b>	<b>Registration Number</b>
NIAGARA	United States	Jan 14, 2014	4466796
GAME PLAN	United States	Dec 9, 2014	4653131
	United States	Apr 7, 1992	1682185
ECO-AIR	United States	Aug 25, 2015	4800309
PRISTINE MIST	United States	Jun 7, 2011	3975661
ECO-AIR BOTTLE	United States	May 24, 2011	3966725
ECO-AIR BOTTLE	United States	Sep 16, 2014	4607169
ARAGANI	United States	May 31, 2011	3971728
TASTE THE PURE DIFFERENCE!	United States	May 31, 2011	3971729
CRYSTAL PRISTINE	United States	Feb 16, 2016	4902242
ECO-AIR PACKAGE	United States	Apr 1, 2014	4508104
NOW THAT'S REFRESHING	United States	Sep 16, 2014	4607161
GAMEPLAN	United States	Nov 25, 2014	4646550
ZAQUA	United States	Nov 6, 2001	2505528
ALOHA BLAST	US	Jul 7, 2015	4770139
THIRST QUENCHING, NOT TRENDSETTING	United States	Oct 2, 2018	5576156
LESS PLASTIC, MORE SAVINGS	United States	Mar 8, 2016	4915174
WHEN YOU WANT WATER, NOT HYPE	United States	Apr 17, 2018	5448841
ESSENTIAL TO LIFE, NOT STATUS	United States	Apr 10, 2018	5443641



Mark	Country	Registration Date	Registration Number
NIAGARA CARES	United States	Dec 22, 2015	4873982
EMPAQUE ECO-AIRE	United States	Dec 1, 2020	6211499
PRISTINE CLEAR	United States	Feb 6, 2018	5396889
PUREAU (cl 32)	United States	Oct 22, 2013	4422205
PUREAU (cl 5, 30, 32)	United States	Apr 3, 2018	5438689
H2O+	United States	Aug 28, 2018	5552539
QUALITY IN EVERY DROP	United States	Apr 9, 2019	5723491
MR. P'S	United States	Oct 6, 2020	6170050
DOCTOR P	United States	Oct 6, 2020	6170051
ELEVATE YOUR WATER	United States	Nov 17, 2020	6197942

### NIAGARA TRADEMARK APPLICATIONS – MARCH 2021

Mark	Country	Application Number	Application Filing Date
HERO2O	United States of America	90/168170	Sep 9, 2020
ECO HERO	United States of America	90/168140	Sep 9, 2020
WATERHOOD	United States of America	90/122,383	Aug 18, 2020
ANEW	United States of America	88/935283	May 27, 2020
ENCORE	United States of America	88/935294	May 27, 2020
WELL2O (cl. 30)	United States of America	88/811,675	Feb 26, 2020
JOIN THE WATERHOOD	United States of America	88/783422	Feb 3, 2020
EAVEN	United States of America	88/507,225	Jul 10, 2019
L.I.B.	United States of America	88/507,222	Jul 10, 2019

<b>Mark</b>	<b>Country</b>	<b>Application Number</b>	<b>Application Filing Date</b>
WELL2O	United States of America	88/507,229	Jul 10, 2019
WE SELL WATER, NOT HYPE	United States of America	88/092,519	Aug 24, 2018
CRYSTAL GLACIER	United States of America	87/638,572	Oct 9, 2017