

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triton Water Holdings, Inc.		03/31/2021	Corporation: DELAWARE
Nestle Waters North America Inc.	FORMERLY Great Spring Waters of America, Inc.	03/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding Inc.
Street Address:	1300 Thames Street
Internal Address:	4th Floor
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2936486	PURE LIFE
Registration Number:	2856193	PURE LIFE
Registration Number:	3351242	PURE LIFE
Registration Number:	2872876	
Registration Number:	4763111	WATER ADVENTURES
Registration Number:	5193688	
Registration Number:	4833492	12 Q STEPS TO QUALITY
Registration Number:	4902650	
Registration Number:	4802673	
Registration Number:	5055222	IT'S NOT JUST OUR PROCESS IT'S OUR PROMI
Registration Number:	5746196	PURE LIFE BEGINS NOW
Registration Number:	5598635	
Registration Number:	4605048	
Registration Number:	1334613	LANDMARK SPRINGS
Registration Number:	1118398	ZEPHYRHILLS
Registration Number:	5965193	PREMIUM PALOMAR MOUNTAIN BRAND SPRING WA
Registration Number:	5965190	PALOMAR MOUNTAIN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6247422	
Registration Number:	6247414	THIS IS HOW WE PLANET
Registration Number:	6009380	MADEBETTER
Registration Number:	5979599	
Registration Number:	5979513	MADEBETTER
Registration Number:	5925570	POLAND SPRING BRAND 1845 BORN IN MAINE
Registration Number:	5540240	EST. 1845 POLAND SPRING BRAND 100% NATUR
Registration Number:	5535889	BORN BETTER
Registration Number:	5535610	POLAND SPRING
Registration Number:	5739971	READYREFRESH
Registration Number:	5525192	READY REFRESH
Registration Number:	5470188	READYREFRESH
Registration Number:	5423686	JUST CLICK AND QUENCH
Registration Number:	5365271	READYREFRESH
Registration Number:	4662749	BORN FROM NATURE MADE IN TEXAS
Registration Number:	3908132	OZARKA
Registration Number:	3035394	IT'S BETTER UP HERE
Registration Number:	3735243	ACCUPURE
Registration Number:	3731346	OZARKA
Registration Number:	3896268	RESOURCE
Registration Number:	3787936	DEER PARK
Registration Number:	4222106	ZEPHYRHILLS
Registration Number:	3034039	IT'S BETTER UP HERE
Registration Number:	3044166	JUST MAY BE THE BEST TASTING WATER ON EA
Registration Number:	2694565	CALISTOGA
Registration Number:	2393577	POLAND SPRING FROM MAINE SINCE 1845
Registration Number:	2395838	POLAND SPRING FROM MAINE SINCE 1845
Registration Number:	2428270	POLAND SPRING
Registration Number:	2192339	ICE MOUNTAIN
Registration Number:	2220463	OZARKA
Registration Number:	1628545	CALISTOGA
Registration Number:	1691842	PS
Registration Number:	1689223	WHAT IT MEANS TO BE FROM MAINE
Registration Number:	1652540	DEER PARK
Registration Number:	1646551	
Registration Number:	1647593	
Registration Number:	1655715	ARROWHEAD
Registration Number:	1646550	ARROWHEAD DISTILLED WATER

Property Type	Number	Word Mark
Registration Number:	1647001	ARROWHEAD
Registration Number:	1635888	ARROWHEAD
Registration Number:	1477039	ICE MOUNTAIN
Registration Number:	1613163	ZEPHYRHILLS
Registration Number:	1297937	ARROWHEAD
Registration Number:	1178731	ARROWHEAD
Registration Number:	0836026	OZARKA
Serial Number:	88512312	PURE LIFE
Serial Number:	90186162	MADEBETTER

CORRESPONDENCE DATA

Fax Number:

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: 2128598000
Email: teas@friedfrank.com
Correspondent Name: Brendan Catalano c/o Fried Frank
Address Line 1: One New York Plaza
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	14579-120
NAME OF SUBMITTER:	Brendan Catalano
SIGNATURE:	/Brendan Catalano/
DATE SIGNED:	04/05/2021

Total Attachments: 12

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 31, 2021, is made by Triton Water Holdings, Inc., a Delaware corporation and Nestle Waters North America Inc. (formerly known as Great Spring Waters of America, Inc.), a Delaware corporation (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided for in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the USPTO.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature

page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

Triton Water Holdings, Inc.

By: _____

Name: Tony W. Lee

Title: Secretary and Treasurer

Nestle Waters North America Inc. (formerly known as Great Spring Waters of America, Inc.)

By: _____

Name: Tony W. Lee

Title: Secretary and Treasurer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007244 FRAME: 0137

Accepted and Agreed:

Morgan Stanley Senior Funding, Inc., as Collateral Agent




By: 
Name: Brendan MacBride
Title: Authorized Signatory


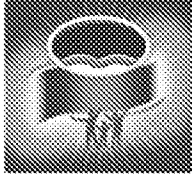


[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

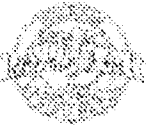



TRADEMARK
REEL: 007244 FRAME: 0138





SCHEDULE A

TRADEMARKS:




Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
PURE LIFE		75616677	January 7, 1999	2936486	March 29, 2005	Triton Water Holdings, Inc.
PURE LIFE		75983457	January 7, 1999	2856193	June 22, 2004	Triton Water Holdings, Inc.
PURE LIFE		77129488	March 13, 2007	3351242	December 11, 2007	Triton Water Holdings, Inc.
Design only		78975456	January 20, 2003	2872876	August 10, 2004	Triton Water Holdings, Inc.
WATER ADVENTURES		86273345	April 23, 2014	4763111	June 30, 2015	Triton Water Holdings, Inc.
Design only		86363057	August 11, 2014	5193688	May 2, 2017	Triton Water Holdings, Inc.
Design only		86433582	October 24, 2014	4833492	October 13, 2015	Triton Water Holdings, Inc.







Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
Design only		86433595	October 24, 2014	4902650	February 16, 2016	Triton Water Holdings, Inc.
Design only		86456401	November 17, 2014	4802673	September 1, 2015	Triton Water Holdings, Inc.
IT'S NOT JUST OUR PROCESS IT'S OUR PROMISE		86458912	November 19, 2014	5055222	October 4, 2016	Triton Water Holdings, Inc.
PURE LIFE BEGINS NOW		87449785	May 15, 2017	5746196	May 7, 2019	Triton Water Holdings, Inc.
PURE LIFE		88512312	July 12, 2019			Triton Water Holdings, Inc.
Design only		87614331	September 19, 2017	5598635	November 6, 2018	Triton Water Holdings, Inc.
Design only		86187214	February 7, 2014	4605048	September 16, 2014	Nestle Waters North America Inc.
LANDMARK SPRINGS		73457730	December 19, 1983	1334613	May 7, 1985	Nestle Waters North



Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
						America Inc.
ZEPHYRHILLS		73144359	October 11, 1977	1118398	May 15, 1979	Great Spring Waters of America, Inc.
PREMIUM PALOMAR MOUNTAINBRAND SPRING WATER		88338842	March 13, 2019	5965193	January 21, 2020	Nestle Waters North America Inc.
PALOMAR MOUNTAIN		88337078	March 12, 2019	5965190	January 21, 2020	Nestle Waters North America Inc.
Design only		88855028	March 31, 2020	6247422	January 12, 2021	Nestle Waters North America Inc.
THIS IS HOW WE PLANET		88853209	March 30, 2020	6247414	January 12, 2021	Nestle Waters North America Inc.
MADEBETTER		88322889	March 1, 2019	6009380	March 10, 2020	Nestle Waters North America Inc.
Design only		88322893	March 1, 2019	5979599	February 4, 2020	Nestle Waters North America Inc.
MADEBETTER		88273620	January 23, 2019	5979513	February 4, 2020	Nestle Waters North

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
						America Inc.
MADEBETTER		90186162	September 16, 2020			Nestle Waters North America Inc.
POLAND SPRING BRAND 1845 BORN IN MAINE		88424844	May 10, 2019	5925570	December 3, 2019	Nestle Waters North America Inc.
EST. 1845 POLAND SPRING BRAND 100% NATURAL SPRING WATER		87747332	January 8, 2018	5540240	August 14, 2018	Nestle Waters North America Inc.
BORN BETTER		87808598	February 23, 2018	5535889	August 7, 2018	Nestle Waters North America Inc.
POLAND SPRING		87747321	January 8, 2018	5535610	August 7, 2018	Nestle Waters North America Inc.
READYREFRESH		86536951	February 17, 2015	5739971	April 30, 2019	Nestle Waters North America Inc.
READY REFRESH		86688630	July 9, 2015	5525192	July 24, 2018	Nestle Waters North America Inc.
READYREFRESH		86982742	February 17, 2015	5470188	May 15, 2018	Nestle Waters North America Inc.
JUST CLICK AND QUENCH		86433589	October 24, 2014	5423686	March 13, 2018	Nestle Waters North America Inc.

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
READYREFRESH		86320382	June 25, 2014	5365271	December 26, 2017	Nestle Waters North America Inc.
BORN FROM NATURE MADE IN TEXAS		86269015	May 1, 2014	4662749	December 30, 2014	Nestle Waters North America Inc.
OZARKA		85078627	July 6, 2010	3908132	January 18, 2011	Nestle Waters North America Inc.
IT'S BETTER UP HERE		78509326	November 1, 2004	3035394	December 27, 2005	Nestle Waters North America Inc.
ACCUPURE		77706773	April 3, 2009	3735243	January 5, 2010	Nestle Waters North America Inc.
OZARKA		77751358	June 3, 2009	3731346	December 29, 2009	Nestle Waters North America Inc.
RESOURCE		77893101	December 14, 2009	3896268	December 28, 2010	Nestle Waters North America Inc.
DEER PARK		77470551	May 9, 2008	3787936	May 11, 2010	Nestle Waters North America Inc.
ZEPHYRHILLS		77470553	May 9, 2008	4222106	October 9, 2012	Nestle Waters North America Inc.

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
IT'S BETTER UP HERE		76626499	December 29, 2004	3034039	December 27, 2005	Nestle Waters North America Inc.
JUST MAY BE THE BEST TASTING WATER ON EARTH		76625988	December 29, 2004	3044166	January 17, 2006	Nestle Waters North America Inc.
CALISTOGA		76146839	October 16, 2000	2694565	March 11, 2003	Nestle Waters North America Inc.
POLAND SPRING FROM MAINE SINCE 1845		75848297	November 13, 1999	2393577	October 10, 2000	Nestle Waters North America Inc.
POLAND SPRING FROM MAINE SINCE 1845		75848296	November 13, 1999	2395838	October 17, 2000	Nestle Waters North America Inc.
POLAND SPRING		75848295	November 13, 1999	2428270	February 13, 2001	Nestle Waters North America Inc.
ICE MOUNTAIN		75376008	October 20, 1997	2192339	September 29, 1998	Nestle Waters North America Inc.
OZARKA		75411337	December 29, 1997	2220463	January 26, 1999	Nestle Waters North America Inc.
CALISTOGA		74030519	February 20, 1990	1628545	December 18, 1990	Nestle Waters North America Inc.

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
PS		74180017	June 27, 1991	1691842	June 9, 1992	Nestle Waters North America Inc.
WHAT IT MEANS TO BE FROM MAINE		74160442	April 24, 1991	1689223	May 26, 1992	Nestle Waters North America Inc.
DEER PARK		74080996	July 23, 1990	1652540	July 30, 1991	Nestle Waters North America Inc.
Design only		74053193	April 26, 1990	1646551	June 4, 1991	Nestle Waters North America Inc.
Design only		74053192	April 26, 1990	1647593	June 11, 1991	Nestle Waters North America Inc.
ARROWHEAD		74053190	April 26, 1990	1655715	September 3, 1991	Nestle Waters North America Inc.
ARROWHEAD DISTILLED WATER		74053189	April 26, 1990	1646550	June 4, 1991	Nestle Waters North America Inc.
ARROWHEAD		74053187	April 26, 1990	1647001	June 4, 1991	Nestle Waters North America Inc.
ARROWHEAD		74034372	March 5, 1990	1635888	February 26, 1991	Nestle Waters North America Inc.

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
ICE MOUNTAIN		73656590	April 21, 1987	1477039	February 16, 1988	Nestle Waters North America Inc.
ZEPHYRHILLS		73801829	May 22, 1989	1613163	September 11, 1990	Nestle Waters North America Inc.
ARROWHEAD		73443993	September 16, 1983	1297937	September 25, 1984	Nestle Waters North America Inc.
ARROWHEAD		73269232	July 7, 1980	1178731	November 24, 1981	Nestle Waters North America Inc.
OZARKA		72268650	April 10, 1967	0836026	September 26, 1967	Nestle Waters North America Inc.