

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640603

<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>
WATERMILL EXPRESS LLC		04/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1651912	WATERMILL EXPRESS	
<b>Registration Number:</b>	4405046	WATERMILL EXPRESS	
<b>Registration Number:</b>	4405048	WATERMILL EXPRESS	
<b>Registration Number:</b>	4142648	WATERMILL EXPRESS	
<b>Registration Number:</b>	2396047	WATERMILL EXPRESS WE CARE ABOUT THE WATE	
<b>Registration Number:</b>	4405045	WATERMILL EXPRESS WE CARE ABOUT THE WATE	
<b>Registration Number:</b>	4405047	WATERMILL EXPRESS WE CARE ABOUT THE WATE	
<b>Registration Number:</b>	2529401	MOLINITO	
<b>Registration Number:</b>	3749601	WATEROCKS	
<b>Registration Number:</b>	3761137	GET A BETTER WATER HABIT	
<b>Serial Number:</b>	90380960	GET A BETTER WATER HABIT!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		

CH \$290.00 1651912

**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 11668.486

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 04/20/2021

**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of April 20, 2021 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of Ares Capital Corporation, a Maryland corporation (“**ARCC**”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of April 20, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among WATERMILL EXPRESS, LLC, a Delaware limited liability company (“**Borrower**”), WATERMILL MIDCO LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of April 20, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each 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 Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including,

without limitation, those listed on Schedule A hereto (collectively, the “**Trademark Collateral**”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor’s cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.


SECTION 6. 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.

SECTION 7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

[Signature Pages Follow]


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

**WATERMILL EXPRESS, LLC,**  
a Delaware limited liability company,  
as a Grantor

By:   
Name: Lani Dolifka  
Title: Co-Chief Executive Officer


[Signature Page to Grant of Security Interest in Trademark Rights]


**ARES CAPITAL CORPORATION,**  
a Maryland corporation, as Collateral Agent

By:   
Name: Josh Bloomstein  
Title: Authorized Signatory

**SCHEDULE A**

**U.S. Trademarks and Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Grantor</b>
<b>WATERMILL EXPRESS</b>	74/034,232	March 5, 1990	1,651,912	July 23, 1991	Watermill Express, LLC
<b>WATERMILL EXPRESS</b>	77/796,830	August 4, 2009	4,405,046	September 24, 2013	Watermill Express, LLC
<b>WATERMILL EXPRESS</b>	77/796,910	August 4, 2009	4,405,048	September 24, 2013	Watermill Express, LLC
<b>WATERMILL EXPRESS</b>	85/430,844	September 23, 2011	4,142,648	May 15, 2012	Watermill Express, LLC
	75/871,865	December 14, 1999	2,396,047	October 17, 2000	Watermill Express, LLC
	77/796,790	August 4, 2009	4,405,045	September 24, 2013	Watermill Express, LLC
	77/796,902	August 4, 2009	4,405,047	September 24, 2013	Watermill Express, LLC
<b>MOLINITO</b>	76/084,698	July 6, 2000	2,529,401	January 15, 2002	Watermill Express, LLC
<b>WATEROCKS</b>	77/778,784	July 10, 2009	3,749,601	February 16, 2010	Watermill Express, LLC

Trademark	Serial No.	Application Date	Registration No.	Registration Date	Grantor
GET A BETTER WATER HABIT	77796,855	August 4, 2009	3,761,137	March 16, 2010	Watermill Express, LLC
GET A BETTER WATER HABIT	90380960	December 14, 2020	-	-	Watermill Express, LLC
	MX 592913	March 18, 2003	MX 855380	October 20, 2004	Watermill Express, LLC