

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		07/30/2021	Corporation: DELAWARE
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: 16			
Property Type	Number	Word Mark	
Registration Number:	5900501	CAFE DEL CAMPO DISTINCT COFFEES	
Registration Number:	4997057	PUREBREW	
Registration Number:	4467009	CLEANCONTACT	
Registration Number:	4339753	FRESHNESS YOU CAN TASTE	
Registration Number:	4281492	WELLSYS	
Registration Number:	4513234	REDCANOE	
Registration Number:	3828764	SPECTRUM COFFEE & WATER	
Registration Number:	3285969	QUENCH	
Registration Number:	3313152	INTERPURE	
Registration Number:	3113550	PURLOGIX	
Registration Number:	3113551	SANI-TWIST	
Registration Number:	3091903	PURE WATER FINANCE	
Registration Number:	3016871	ATS AUTO TANK SANITIZATION	
Registration Number:	2390899	PHSI	
Registration Number:	2277450	PURE WATER TECHNOLOGY	
Serial Number:	88119977	WELLSYS	
CORRESPONDENCE DATA			

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TRADEMARK

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: SOPHIE ZANDER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35613/144
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NAME OF SUBMITTER:	SOPHIE ZANDER
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SIGNATURE:	/SOPHIE ZANDER/
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DATE SIGNED:	08/10/2021
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Total Attachments: 4

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**TERMINATION AND RELEASE OF
FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “*Termination and Release*”) is granted as of July 30, 2021 by **MORGAN STANLEY SENIOR FUNDING, INC.**, as administrative agent and collateral agent (in such capacities, the “*Administrative Agent*”), in favor of **QUENCH USA, INC.**, a Delaware corporation (the “*Grantor*”).

WHEREAS, reference is made to that certain First 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*”), among the Loan Parties party thereto and the Administrative Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in Syndicated Facility Agreement (as defined below) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 13, 2016 (as amended by that certain Corrective Amendment to First Lien Credit Agreement, dated as of December 13, 2016, that certain First Amendment to Syndicated Facility Agreement, dated as of August 31, 2017, that certain Second Amendment to Syndicated Facility Agreement, dated as of March 12, 2018, that certain Third Amendment to Syndicated Facility Agreement, dated as of July 19, 2019, that certain Fourth Amendment to Syndicated Facility Agreement, dated as of July 10, 2019, that certain Fifth Amendment to Syndicated Facility Agreement, dated as of September 30, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “*Syndicated Facility 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, AI Aqua Merger Sub, Inc., a Delaware corporation, AI Aqua Zip Bidco Pty Ltd. ACN 620 031 549, a limited liability company organized under the laws of New South Wales, the Lenders from time to time party thereto, Morgan Stanley, in its capacities as administrative agent and collateral agent for the Lenders and as an Issuing Administrative Agent and the Swingline Lender, and Royal Bank of Canada and BMO Capital Markets Corp., as joint lead arrangers and joint bookrunners.

WHEREAS, the Grantor executed and delivered that certain First Lien Intellectual Property Security Agreement, dated as of April 8, 2020 (as may be amended, modified, restated, replaced, or supplemented from time to time, the “*Intellectual Property Security Agreement*”), granting to the Administrative Agent a continuing security interest in all of its right, title or interest in, to or under the Patents, Trademarks and Copyrights identified in Schedule I hereto;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office (“*USPTO*”) on April 10, 2020 at Reel 006913, Frame 0573; and

WHEREAS, the Grantor has requested that the Administrative Agent hereby terminates the Intellectual Property Security Agreement as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

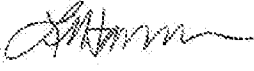
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1. **Definitions.** Unless otherwise defined herein, terms used herein shall have the meaning given to them in the Intellectual Property Security Agreement or Security Agreement, as applicable.
2. **Release.** The Administrative Agent hereby releases, terminates and discharges, without recourse or representation or warranty, express or implied, of any kind, the Administrative Agent's security interest in and to the Patents, Trademarks and Copyrights identified in Schedule I hereto that was granted to the Administrative Agent pursuant to the Intellectual Property Security Agreement.
3. **Recordation.** The Administrative Agent hereby authorizes and requests that this Termination and Release be recorded with the USPTO and any other applicable governmental authority.
4. **Governing Law.** This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**MORGAN STANLEY SENIOR
FUNDING, INC.**

By: 
Name: Lisa Hanson
Title: Vice President

[Signature Page to IPSA Termination (Quench USA)]


**TRADEMARK
REEL: 007384 FRAME: 0843**

SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

TRADEMARKS AT REEL 006913, FRAME 0573

Trademark	Registration Number	Registration Date	Owner Name
CAFE DEL CAMPO DISTINCT COFFEES 	5960561	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	4329753	5/21/2013	Quench USA, Inc.
WELLSYS USA CORPORATION 	4281492	1/29/2013	Quench USA, Inc.
REDCANGIE	4613234	4/15/2014	Quench USA, Inc.
SPECTRUM COFFEE & WATER 	3828764	8/3/2016	Quench USA, Inc.
QUENCH	3285989	8/28/2007	Quench USA, Inc.
ENTERPURE	3313132	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	3091963	5/16/2006	Quench USA, Inc.
ATS AUTO TANK SANITIZATION	3016871	11/22/2005	Quench USA, Inc.
PHSI 	2396889	10/9/2000	Quench USA, Inc.
PURE WATER TECHNOLOGY	2277450	9/14/1999	Quench USA, Inc.

TRADEMARK APPLICATIONS AT REEL 006913, FRAME 0573

Trademark	Application Number	Application Date	Owner Name
WELLSYS 	86119977	9/17/2018	Quench USA, Inc.