

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		07/30/2021	Limited Liability Company: 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

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
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Termination and Release**”) is granted as of July 30, 2021 by **CORTLAND CAPITAL MARKET SERVICES LLC**, 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 Second 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 Second Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in the Credit Agreement (as defined below) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of December 13, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit 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, the Lenders from time to time party thereto and the Administrative Agent.

WHEREAS, the Grantor executed and delivered that certain Second 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 0587; 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:

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.

**CORTLAND CAPITAL MARKET SERVICES
LLC**

By: 

Name: Joseph Mascherin

Title: Associate Counsel





[Signature Page to IPSA Termination (Quench USA, Inc.)]

**TRADEMARK
REEL: 007385 FRAME: 0180**


SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

TRADEMARKS AT REEL 006913, FRAME 0587

TRADEMARKS

Trademark	Registration Number	Registration Date	Owner Name
CAFE DEL CAMPO DISTINCT COFFEES 	5900501	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	4339253	5/21/2013	Quench USA, Inc.
WELLSYS USA CORPORATION 	4281492	1/29/2013	Quench USA, Inc.
REDCANOE	4513234	4/15/2014	Quench USA, Inc.
SPECTRUM COFFEE & WATER 	3828764	8/3/2010	Quench USA, Inc.
QUENCH	3285969	8/28/2007	Quench USA, Inc.
INTERPURE	3313152	10/16/2007	Quench USA, Inc.
PURLOGEX	3113550	7/11/2006	Quench USA, Inc.
SANI-TWIST	3113551	7/11/2006	Quench USA, Inc.
PURE WATER FINANCE	3091903	5/16/2006	Quench USA, Inc.
ATS AUTO TANK SANITIZATION	3016871	11/22/2005	Quench USA, Inc.
PHSI 	2390899	10/3/2000	Quench USA, Inc.
PURE WATER TECHNOLOGY	2277450	9/14/1999	Quench USA, Inc.

TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Owner Name
WELLSYS 	88119977	9/17/2018	Quench USA, Inc.

AMERICAS/2021303787

RECORDED: 08/10/2021

TRADEMARK
REEL: 007385 FRAME: 0181