

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670515

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900635741		
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:	RAYNE CORPORATION		
Street Address:	4635 RUFFNER STREET		
City:	SAN DIEGO		
State/Country:	CALIFORNIA		
Postal Code:	92111		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0879932		
Registration Number:	0844761	RAYNE	
Registration Number:	0844760	RAYNE WATER CONDITIONING	
Registration Number:	0700965	RAYNE	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			
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		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		

DATE SIGNED:	08/26/2021
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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 **RAYNE CORPORATION**, a California 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 November 14, 2019 (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 November 20, 2019 at Reel 6800, Frame 0367; 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

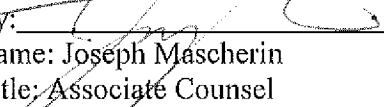
Agent's security interest in and to the Patents, Trademarks and Copyrights identified in Schedule I hereto that was granted to the Administrative Agent pursuant to the Intellectual Property Security Agreement.

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**

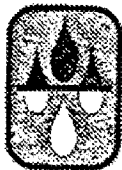

By: 
Name: Joseph Mascherin
Title: Associate Counsel

[Signature Page to IPSA Termination (Rayne Corporation)]

**TRADEMARK
REEL: 007399 FRAME: 0130**

SCHEDULE I
TO
TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY
AGREEMENT

TRADEMARKS AT REEL 6800, FRAME 0367

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
Rayne Corporation	Design 	Registered	72/273983	6/15/1967	0879932	11/4/1969
Rayne Corporation	RAYNE	Registered	72/262194	1/9/1967	0844761	2/20/1968
Rayne Corporation	RAYNE WATER CONDITIONING & Design 	Registered	72/251335	7/29/1966	0844760	2/20/1968
Rayne Corporation	<i>Rayne</i>	Registered	72/081332	9/14/1959	0700965	7/12/1960