

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOLAXX LLC		12/28/2021	Limited Liability Company: FLORIDA
AQUACOMFORT SOLUTIONS, LLC		12/28/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	LIVE OAK BANKING COMPANY, as Administrative Agent		
Street Address:	1741 Tiburon Drive		
City:	Wilmington		
State/Country:	NORTH CAROLINA		
Postal Code:	28403		
Entity Type:	Chartered Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5482606	PRECISION UV	
Registration Number:	5482541	THE FUTURE OF WATER	
Registration Number:	4129650	SAFEDIP	
Registration Number:	5183879	SALTRON	
Registration Number:	5622200	IBEXX	
Registration Number:	4850691	AQUACOMFORT	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	8275.005		

OP \$165.00 5482606

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/28/2021
Total Attachments: 6 source=Solaxx - Trademark Security Agreement (Executed)#page1.tif source=Solaxx - Trademark Security Agreement (Executed)#page2.tif source=Solaxx - Trademark Security Agreement (Executed)#page3.tif source=Solaxx - Trademark Security Agreement (Executed)#page4.tif source=Solaxx - Trademark Security Agreement (Executed)#page5.tif source=Solaxx - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 28, 2021, is entered into by SOLAXX LLC, a Florida limited liability company ("Solaxx") and AQUACOMFORT SOLUTIONS, LLC, a Florida limited liability company ("Aqua", and together with Solaxx, each a "Grantor" and collectively, the "Grantors"), in favor of LIVE OAK BANKING COMPANY, in its capacity as Administrative Agent under the Credit Agreement described below ("Administrative Agent").

W I T N E S S E T H

WHEREAS, the Grantors, AquaComfort Water Group, Inc., a Delaware corporation ("AWG", and together with the Grantors, each a "Borrower" and collectively, the "Borrowers"), Administrative Agent and Lenders have entered into a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to the Borrowers by Administrative Agent and Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Administrative Agent and Lenders to make the loans and other financial accommodations provided for in the Credit Agreement and in consideration of the foregoing and for other good and valuable consideration, the Grantors, certain affiliates of the Grantors and Administrative Agent have entered into a certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, each Grantor has granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired or arising Trademarks, and all products and proceeds thereof, to secure the payment and performance of such Grantor's Obligations under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to Administrative Agent and Lenders that:

(a) except as otherwise disclosed or permitted in the Security Agreement, such Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

(b) Such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark, except as could not reasonably be expected to have a Material Adverse Effect; and

(c) Such Grantor has the limited liability company power and authority to execute and deliver this Agreement and perform its terms.

4. New Trademarks; Authorization to Supplement. Each Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by such Grantor. If, before the Grantors' Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied in full or before the Credit Agreement has been terminated, any Grantor shall (i) become aware of any existing federally registered Trademarks of which such Grantor has not previously informed Administrative Agent, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Grantor shall give to Administrative Agent prompt written notice thereof. Each Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such Trademarks. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

5. Duties of Grantors. The Grantors shall ensure that any material Trademarks are and remain enforceable. Any expenses incurred in connection with the Grantors' obligations under this Section 5 shall be borne by the Grantors.

6. Administrative Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Administrative Agent shall commence any such suit, the Grantors shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement and the Grantors shall promptly, upon demand,

reimburse and indemnify Administrative Agent for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Administrative Agent in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. All of Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Administrative Agent deems, in its reasonable discretion, to be in the best interest of Administrative Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Grantors' Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied and the Security Agreement has been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent and Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in North Carolina. Each Grantor hereby further acknowledges and agrees that the use by such Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Administrative Agent to such Grantor.

8. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file (e.g. e-mail transmission of a .pdf file) reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first written above.

SOLAXX LLC, a Florida limited liability company

DocuSigned by:
By: *Michael Becker* _____
Name: MICHAEL BECKER
Title: President

AQUACOMFORT SOLUTIONS, LLC, a Florida limited liability company

DocuSigned by:
By: *Michael Becker* _____
Name: MICHAEL BECKER
Title: President

Agreed and Accepted
As of the Date First Written Above

LIVE OAK BANKING COMPANY, as Administrative Agent

By: Laura J. Mark
Name: LAURA J. MARK
Title: AVP - Ops/IT

SCHEDULE I

TRADEMARKS

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
PRECISION UV	87530320	Registered	5482606	05/29/18	Solaxx LLC
THE FUTURE OF WATER	87496995	Registered	5482541	05/29/18	Solaxx LLC
SAFEDIP	85238698	Registered	4129650	04/17/12	Solaxx LLC
SOLAXX	76717210	Registered	4824181	10/06/15	Solaxx, Inc.
PURECHLOR	76716718	Registered	4709880	03/31/15	Solaxx, Inc.
SUNSALT	76716947	Registered	4822264	09/29/15	Solaxx, Inc.
SALTRON	76719729	Registered	5183879	04/18/17	Solaxx LLC
AQUALUCENT	76718120	Registered	5209566	05/23/17	Solaxx, Inc.
RENAISSANCE, PURE WATER FROM ULTRAVIOLET LIGHT	76717670	Registered	4951478	05/03/16	Solaxx, Inc.
IBEXX	87885738	Registered	5622200	12/04/18	AquaComfort Solutions, LLC
AQUACOMFORT	86582903	Registered	4850691	11/10/15	Aquacomfort Solutions, LLC