

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755065

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (Notes)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Solenis Technologies, L.P.		09/09/2022	Limited Partnership: DELAWARE
Innovative Water Care, LLC		09/09/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
Street Address:	2 N. LaSalle Street
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	97168714	ESG+C
Registration Number:	6668696	PERGABASE
Registration Number:	6668695	PERGALITE
Registration Number:	6822446	ZALTA
Serial Number:	97367659	ALGAE GUARD
Registration Number:	1083831	ALGAETRINE
Registration Number:	1058905	BAQUACIL
Registration Number:	1029115	BLACK ALGAETRINE
Registration Number:	0300702	CCH
Registration Number:	1345388	CONSTANT CHLOR
Registration Number:	1865128	DISSOLVE
Registration Number:	1869149	DOWN & OUT
Registration Number:	1361282	DURATION
Registration Number:	1256487	ENHANCE
Registration Number:	1779975	ESSCENTS

OP \$1115.00 97168714

Property Type	Number	Word Mark
Registration Number:	1351231	FILTER FRESH
Registration Number:	1455944	GLB
Registration Number:	1740462	GOLD-N-CLEAR
Registration Number:	0252200	HTH
Registration Number:	1132939	HTH
Registration Number:	1469675	HTH
Registration Number:	1469605	HTH
Registration Number:	1473761	HTH
Registration Number:	1361280	HTH DURATION
Registration Number:	1045687	OXY-BRITE
Registration Number:	0963329	PACE
Registration Number:	0307508	PH-PLUS
Registration Number:	1471163	POOLTRINE
Registration Number:	1020311	PULSAR
Registration Number:	1742058	RESIST
Registration Number:	1805612	SCUM DIGESTER
Registration Number:	1264599	SEQUA-SOL
Registration Number:	1469576	SHOCKTRINE
Registration Number:	0963325	SOCK IT
Registration Number:	1977270	STAIN-TAMER
Registration Number:	1415555	STRIKE-OUT
Registration Number:	1763996	SUPER ALGI-GON
Registration Number:	1990053	SUPER SOCK IT
Registration Number:	0943881	SWIMTRINE
Registration Number:	1856146	TILE BUSTER
Registration Number:	1261405	TLC
Registration Number:	1824796	YELLO FREE
Registration Number:	1886495	YELLOWTRINE
Serial Number:	97319865	GEOSOL

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 18007130755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/13/2022
Total Attachments: 7 source=Olympus (Notes) - Trademark Security Agreement (September 2022)#page1.tif source=Olympus (Notes) - Trademark Security Agreement (September 2022)#page2.tif source=Olympus (Notes) - Trademark Security Agreement (September 2022)#page3.tif source=Olympus (Notes) - Trademark Security Agreement (September 2022)#page4.tif source=Olympus (Notes) - Trademark Security Agreement (September 2022)#page5.tif source=Olympus (Notes) - Trademark Security Agreement (September 2022)#page6.tif source=Olympus (Notes) - Trademark Security Agreement (September 2022)#page7.tif	

NOTES TRADEMARK SECURITY AGREEMENT

NOTES TRADEMARK SECURITY AGREEMENT, dated as of September 9, 2022, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Notes Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Notes Security Agreement, dated as of November 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Notes Trademark Security Agreement (this “Trademark Security Agreement”); and

WHEREAS, Olympus Water US Holding Corporation, a Delaware corporation (the “Issuer”), the other Grantors, the Notes Collateral Agent and The Bank of New York Mellon Trust Company, N.A., as trustee, are party to that certain indenture, dated as of October 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), pursuant to which the Issuer has issued \$815,000,000 aggregate principal amount of 4.250% Senior Secured Notes due 2028 and €500,000,000 aggregate principal amount of 3.875% Senior Secured Notes due 2028;

NOW, THEREFORE, in consideration of the premises, the Grantors hereby agree with the Notes Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Notes Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement)) (collectively, “Trademark Collateral”):

(a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);

(b) all goodwill associated with such Marks (other than Excluded Collateral);
and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Notes Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Notes Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Notes Collateral Agent, at the sole cost and expense of the Grantors, shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions relating to electronic signatures in Section 13.11 of the Indenture are incorporated herein *mutatis mutandis*.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

SECTION 8. Concerning the Notes Collateral Agent. The Bank of New York Mellon Trust Company, N.A. is entering into this Trademark Security Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein. The recitals contained herein shall be taken as the statements of the Grantors hereto and the Notes Collateral Agent assumes no responsibility for their correctness. The Notes Collateral Agent makes no representation as to the validity or sufficiency of this Trademark Security Agreement.

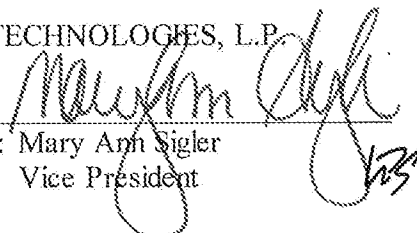
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

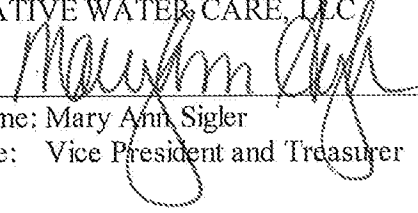
SOLENIS TECHNOLOGIES, L.P.

By: _____


Name: Mary Ann Sigler
Title: Vice President

INNOVATIVE WATER CARE, LLC

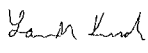
By: _____


Name: Mary Ann Sigler
Title: Vice President and Treasurer

[Trademark Security Agreement]

Accepted and Agreed to:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Notes Collateral Agent

By: 
Name: Lawrence M. Kusch
Title: Vice President

Kusch Lawrence M
2022.09.08
10:03:10 -05'00'

[Trademark Security Agreement]

TRADEMARK
REEL: 007846 FRAME: 0225

United States Intellectual Property
Trademarks

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Solenis Technologies, L.P.	ESG+C	97168714	12/13/2021		
2.	Solenis Technologies, L.P.	GEOSOL	97319865	03/18/2022		
3.	Solenis Technologies, L.P.	PERGABASE	90719050	05/18/2021	6668696	03/08/2022
4.	Solenis Technologies, L.P.	PERGALITE	90718958	05/18/2021	6668695	03/08/2022
5.	Solenis Technologies, L.P.	ZALTA	90616666	03/31/2021	6822446	08/16/2022
6.	Innovative Water Care, LLC	ALGAE GUARD	97367659	04/18/2022		
7.	Innovative Water Care, LLC	ALGAETRINE	73134040	07/15/1977	1083831	01/31/1978
8.	Innovative Water Care, LLC	BAQUACIL	73080200	03/15/1976	1058905	02/15/1977
9.	Innovative Water Care, LLC	BLACK ALGAETRINE	73027802	07/26/1974	1029115	01/06/1976
10.	Innovative Water Care, LLC	BLUESENSE	79236879	03/22/2018	5742216	05/07/2019
11.	Innovative Water Care, LLC	CCH	71330854	10/01/1932	0300702	01/31/1933
12.	Innovative Water Care, LLC	CONSTANT CHLOR	73432319	06/27/1983	1345388	07/02/1985
13.	Innovative Water Care, LLC	DISSOLVE	74376501	04/06/1993	1865128	11/29/1994
14.	Innovative Water Care, LLC	DOWN & OUT	74483551	01/26/1994	1869149	12/27/1994
15.	Innovative Water Care, LLC	DURATION	73530145	04/01/1985	1361282	09/24/1985
16.	Innovative Water Care, LLC	ENHANCE	73383427	09/03/1982	1256487	11/08/1983
17.	Innovative Water Care, LLC	EsScents	74317269	09/23/1992	1779975	07/06/1993
18.	Innovative Water Care, LLC	FILTER FRESH	73508711	11/14/1984	1351231	07/30/1985
19.	Innovative Water Care, LLC	GLB	73600729	05/27/1986	1455944	09/08/1987
20.	Innovative Water Care, LLC	GOLD-N-CLEAR	74205120	09/19/1991	1740462	12/15/1992
21.	Innovative Water Care, LLC	HTH	71273150	09/29/1928	0252200	01/29/1929
22.	Innovative Water Care, LLC	HTH	73145981	10/25/1977	1132939	04/15/1980
23.	Innovative Water Care, LLC	HTH	73657023	04/23/1987	1469675	12/22/1987
24.	Innovative Water Care, LLC	HTH	73659872	05/11/1987	1469605	12/22/1987
25.	Innovative Water Care, LLC	HTH	73667152	06/18/1987	1473761	01/26/1988

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
26.	Innovative Water Care, LLC	HTH DURATION	73530135	04/01/1985	1361280	09/24/1985
27.	Innovative Water Care, LLC	OXY-BRITE	73068955	11/13/1975	1045687	08/10/1976
28.	Innovative Water Care, LLC	PACE	72427201	06/14/1972	0963329	07/10/1973
29.	Innovative Water Care, LLC	PH-PLUS	71338824	06/13/1933	0307508	10/24/1933
30.	Innovative Water Care, LLC	POOLTRINE	73659962	05/11/1987	1471163	01/05/1988
31.	Innovative Water Care, LLC	PULSAR	73022207	05/23/1974	1020311	09/16/1975
32.	Innovative Water Care, LLC	RESIST	74198766	08/28/1991	1742058	12/22/1992
33.	Innovative Water Care, LLC	SCUM DIGESTER	74244381	02/10/1992	1805612	11/16/1993
34.	Innovative Water Care, LLC	SEQUA-SOL	73383478	09/03/1982	1264599	01/24/1984
35.	Innovative Water Care, LLC	SHOCKTRINE	73659956	05/11/1987	1469576	12/22/1987
36.	Innovative Water Care, LLC	SOCK IT	72419396	03/24/1972	0963325	07/10/1973
37.	Innovative Water Care, LLC	STAIN-TAMER	74541272	06/23/1994	1977270	05/28/1996
38.	Innovative Water Care, LLC	STRIKE-OUT	73592033	04/07/1986	1415555	11/04/1986
39.	Innovative Water Care, LLC	SUPER ALGI-GON	74244382	02/10/1992	1763996	04/13/1993
40.	Innovative Water Care, LLC	SUPER SOCK IT	74721547	08/28/1995	1990053	07/30/1996
41.	Innovative Water Care, LLC	SWIMTRINE	72367365	08/06/1970	0943881	10/03/1972
42.	Innovative Water Care, LLC	TILE BUSTER	74307292	08/21/1992	1856146	09/27/1994
43.	Innovative Water Care, LLC	TLC	73383477	09/03/1982	1261405	12/20/1983
44.	Innovative Water Care, LLC	YELLO FREE	74357868	02/11/1993	1824796	03/08/1994
45.	Innovative Water Care, LLC	YELLOWTRINE	74376502	04/06/1993	1886495	03/28/1995