

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779668

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900719790

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triton Water Holdings, Inc.		03/31/2021	Corporation: DELAWARE
Nestle Waters North America Inc.	FORMERLY Great Spring Waters of America, Inc.	03/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 64

Property Type	Number	Word Mark
Registration Number:	2936486	PURE LIFE
Registration Number:	2856193	PURE LIFE
Registration Number:	3351242	PURE LIFE
Registration Number:	2872876	
Registration Number:	4763111	WATER ADVENTURES
Registration Number:	5193688	
Registration Number:	4833492	12 Q STEPS TO QUALITY
Registration Number:	4902650	
Registration Number:	4802673	
Registration Number:	5055222	IT'S NOT JUST OUR PROCESS IT'S OUR PROMI
Registration Number:	5746196	PURE LIFE BEGINS NOW
Registration Number:	5598635	
Registration Number:	4605048	
Registration Number:	1334613	LANDMARK SPRINGS
Registration Number:	1118398	ZEPHYRHILLS
Registration Number:	5965193	PREMIUM PALOMAR MOUNTAIN BRAND SPRING WA
Registration Number:	5965190	PALOMAR MOUNTAIN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6247422	
Registration Number:	6247414	THIS IS HOW WE PLANET
Registration Number:	6009380	MADEBETTER
Registration Number:	5979599	
Registration Number:	5979513	MADEBETTER
Registration Number:	5925570	POLAND SPRING BRAND 1845 BORN IN MAINE
Registration Number:	5540240	EST. 1845 POLAND SPRING BRAND 100% NATUR
Registration Number:	5535889	BORN BETTER
Registration Number:	5535610	POLAND SPRING
Registration Number:	5739971	READYREFRESH
Registration Number:	5525192	READY REFRESH
Registration Number:	5470188	READYREFRESH
Registration Number:	5423686	JUST CLICK AND QUENCH
Registration Number:	5365271	READYREFRESH
Registration Number:	4662749	BORN FROM NATURE MADE IN TEXAS
Registration Number:	3908132	OZARKA
Registration Number:	3035394	IT'S BETTER UP HERE
Registration Number:	3735243	ACCUPURE
Registration Number:	3731346	OZARKA
Registration Number:	3896268	RESOURCE
Registration Number:	3787936	DEER PARK
Registration Number:	4222106	ZEPHYRHILLS
Registration Number:	3034039	IT'S BETTER UP HERE
Registration Number:	3044166	JUST MAY BE THE BEST TASTING WATER ON EA
Registration Number:	2694565	CALISTOGA
Registration Number:	2393577	POLAND SPRING FROM MAINE SINCE 1845
Registration Number:	2395838	POLAND SPRING FROM MAINE SINCE 1845
Registration Number:	2428270	POLAND SPRING
Registration Number:	2192339	ICE MOUNTAIN
Registration Number:	2220463	OZARKA
Registration Number:	1628545	CALISTOGA
Registration Number:	1691842	PS
Registration Number:	1689223	WHAT IT MEANS TO BE FROM MAINE
Registration Number:	1652540	DEER PARK
Registration Number:	1646551	
Registration Number:	1647593	
Registration Number:	1655715	ARROWHEAD
Registration Number:	1646550	ARROWHEAD DISTILLED WATER

Property Type	Number	Word Mark
Registration Number:	1647001	ARROWHEAD
Registration Number:	1635888	ARROWHEAD
Registration Number:	1477039	ICE MOUNTAIN
Registration Number:	1613163	ZEPHYRHILLS
Registration Number:	1297937	ARROWHEAD
Registration Number:	1178731	ARROWHEAD
Registration Number:	0836026	OZARKA
Serial Number:	88512312	PURE LIFE
Serial Number:	90186162	MADEBETTER

CORRESPONDENCE DATA

Fax Number:

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: 2128598000
Email: teas@friedfrank.com
Correspondent Name: Andrew Charpentier c/o Fried Frank et al
Address Line 1: 1 New York Plaza
Address Line 2: 27th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	033748-00144
NAME OF SUBMITTER:	Andrew Charpentier
SIGNATURE:	/Andrew Charpentier/
DATE SIGNED:	01/10/2023

Total Attachments: 13

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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 31, 2021, is made by Triton Water Holdings, Inc., a Delaware corporation, and Nestle Waters North America Inc. (formerly known as Great Spring Waters of America, Inc.), a Delaware corporation (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain ABL Security Agreement, dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the USPTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided for in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the USPTO.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

Triton Water Holdings, Inc.

By: 

Name: Tony W. Lee

Title: Secretary and Treasurer

Nestle Waters North America Inc. (formerly known as Great Spring Waters of America, Inc.)

By: 

Name: Tony W. Lee

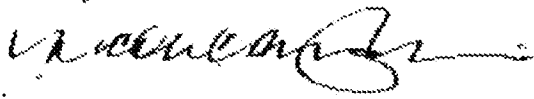
Title: Secretary and Treasurer

[SIGNATURE PAGE TO ABL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007906 FRAME: 0458

Accepted and Agreed:

Bank of America, N.A., as Collateral Agent







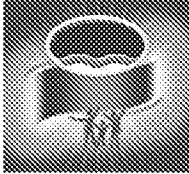

By: _____





Name: Nicole Cangelosi
Title: SVP

SCHEDULE A

TRADEMARKS:






Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
PURE LIFE		756166 77	January 7, 1999	29364 86	March 29, 2005	Triton Water Holdin gs, Inc.
PURE LIFE		759834 57	January 7, 1999	28561 93	June 22, 2004	Triton Water Holdin gs, Inc.
PURE LIFE		771294 88	March 13, 2007	33512 42	Decemb er 11, 2007	Triton Water Holdin gs, Inc.
Design only		789754 56	January 20, 2003	28728 76	August 10, 2004	Triton Water Holdin gs, Inc.
WATER ADVENTURES		862733 45	April 23, 2014	47631 11	June 30, 2015	Triton Water Holdin gs, Inc.
Design only		863630 57	August 11, 2014	51936 88	May 2, 2017	Triton Water Holdin gs, Inc.

Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
Design only		864335 82	October 24, 2014	48334 92	October 13, 2015	Triton Water Holdin gs, Inc.
Design only		864335 95	October 24, 2014	49026 50	Februar y 16, 2016	Triton Water Holdin gs, Inc.
Design only		864564 01	Novemb er 17, 2014	48026 73	Septemb er 1, 2015	Triton Water Holdin gs, Inc.
IT'S NOT JUST OUR PROCESS IT'S OUR PROMISE		864589 12	Novemb er 19, 2014	50552 22	October 4, 2016	Triton Water Holdin gs, Inc.
PURE LIFE BEGINS NOW		874497 85	May 15, 2017	57461 96	May 7, 2019	Triton Water Holdin gs, Inc.
PURE LIFE		885123 12	July 12, 2019			Triton Water Holdin gs, Inc.
Design only		876143 31	Septemb er 19, 2017	55986 35	Novemb er 6, 2018	Triton Water Holdin gs, Inc.


Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
Design only		861872 14	February 7, 2014	46050 48	September 16, 2014	Nestle Waters North America Inc.
LANDMARK SPRINGS		734577 30	December 19, 1983	13346 13	May 7, 1985	Nestle Waters North America Inc.
ZEPHYRHILLS		731443 59	October 11, 1977	11183 98	May 15, 1979	Great Spring Waters of America, Inc.
PREMIUM PALOMAR MOUNTAINBR AND SPRING WATER		883388 42	March 13, 2019	59651 93	January 21, 2020	Nestle Waters North America Inc.
PALOMAR MOUNTAIN		883370 78	March 12, 2019	59651 90	January 21, 2020	Nestle Waters North America Inc.
Design only		888550 28	March 31, 2020	62474 22	January 12, 2021	Nestle Waters North America Inc.
THIS IS HOW WE PLANET		888532 09	March 30, 2020	62474 14	January 12, 2021	Nestle Waters North

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TRADEMARK
REEL: 007906 FRAME: 0462

Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
						America Inc.
MADEBETTER		88322889	March 1, 2019	6009380	March 10, 2020	Nestle Waters North America Inc.
Design only		88322893	March 1, 2019	5979599	February 4, 2020	Nestle Waters North America Inc.
MADEBETTER		88273620	January 23, 2019	5979513	February 4, 2020	Nestle Waters North America Inc.
MADEBETTER		90186162	September 16, 2020			Nestle Waters North America Inc.
POLAND SPRING BRAND 1845 BORN IN MAINE		88424844	May 10, 2019	5925570	December 3, 2019	Nestle Waters North America Inc.
EST. 1845 POLAND SPRING BRAND 100% NATURAL SPRING WATER		87747332	January 8, 2018	5540240	August 14, 2018	Nestle Waters North America Inc.
BORN BETTER		87808598	February 23, 2018	5535889	August 7, 2018	Nestle Waters North America Inc.
POLAND SPRING		87747321	January 8, 2018	5535610	August 7, 2018	Nestle Waters North

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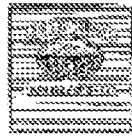


Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
						America Inc.
READYREFRESH		86536951	February 17, 2015	5739971	April 30, 2019	Nestle Waters North America Inc.
READY REFRESH		86688630	July 9, 2015	5525192	July 24, 2018	Nestle Waters North America Inc.
READYREFRESH		86982742	February 17, 2015	5470188	May 15, 2018	Nestle Waters North America Inc.
JUST CLICK AND QUENCH		86433589	October 24, 2014	5423686	March 13, 2018	Nestle Waters North America Inc.
READYREFRESH		86320382	June 25, 2014	5365271	December 26, 2017	Nestle Waters North America Inc.
BORN FROM NATURE MADE IN TEXAS		86269015	May 1, 2014	4662749	December 30, 2014	Nestle Waters North America Inc.
OZARKA		85078627	July 6, 2010	3908132	January 18, 2011	Nestle Waters North America Inc.
IT'S BETTER UP HERE		78509326	November 1, 2004	3035394	December 27, 2005	Nestle Waters North America Inc.

Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
ACCUPURE		777067 73	April 3, 2009	37352 43	January 5, 2010	Nestle Waters North Americ a Inc.
OZARKA		777513 58	June 3, 2009	37313 46	Decemb er 29, 2009	Nestle Waters North Americ a Inc.
RESOURCE		778931 01	Decemb er 14, 2009	38962 68	Decemb er 28, 2010	Nestle Waters North Americ a Inc.
DEER PARK		774705 51	May 9, 2008	37879 36	May 11, 2010	Nestle Waters North Americ a Inc.
ZEPHYRHILLS		774705 53	May 9, 2008	42221 06	October 9, 2012	Nestle Waters North Americ a Inc.
IT'S BETTER UP HERE		766264 99	Decemb er 29, 2004	30340 39	Decemb er 27, 2005	Nestle Waters North Americ a Inc.
JUST MAY BE THE BEST TASTING WATER ON EARTH		766259 88	Decemb er 29, 2004	30441 66	January 17, 2006	Nestle Waters North Americ a Inc.
CALISTOGA		761468 39	October 16, 2000	26945 65	March 11, 2003	Nestle Waters North Americ a Inc.

Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
POLAND SPRING FROM MAINE SINCE 1845		758482 97	November 13, 1999	23935 77	October 10, 2000	Nestle Waters North America Inc.
POLAND SPRING FROM MAINE SINCE 1845		758482 96	November 13, 1999	23958 38	October 17, 2000	Nestle Waters North America Inc.
POLAND SPRING		758482 95	November 13, 1999	24282 70	February 13, 2001	Nestle Waters North America Inc.
ICE MOUNTAIN		753760 08	October 20, 1997	21923 39	September 29, 1998	Nestle Waters North America Inc.
OZARKA		754113 37	December 29, 1997	22204 63	January 26, 1999	Nestle Waters North America Inc.
CALISTOGA		740305 19	February 20, 1990	16285 45	December 18, 1990	Nestle Waters North America Inc.
PS		741800 17	June 27, 1991	16918 42	June 9, 1992	Nestle Waters North America Inc.
WHAT IT MEANS TO BE FROM MAINE		741604 42	April 24, 1991	16892 23	May 26, 1992	Nestle Waters North America Inc.
DEER PARK		740809 96	July 23, 1990	16525 40	July 30, 1991	Nestle Waters North


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TRADEMARK
REEL: 007906 FRAME: 0466

Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
						America Inc.
Design only		740531 93	April 26, 1990	16465 51	June 4, 1991	Nestle Waters North America Inc.
Design only		740531 92	April 26, 1990	16475 93	June 11, 1991	Nestle Waters North America Inc.
ARROWHEAD		740531 90	April 26, 1990	16557 15	September 3, 1991	Nestle Waters North America Inc.
ARROWHEAD DISTILLED WATER		740531 89	April 26, 1990	16465 50	June 4, 1991	Nestle Waters North America Inc.
ARROWHEAD		740531 87	April 26, 1990	16470 01	June 4, 1991	Nestle Waters North America Inc.
ARROWHEAD		740343 72	March 5, 1990	16358 88	February 26, 1991	Nestle Waters North America Inc.
ICE MOUNTAIN		736565 90	April 21, 1987	14770 39	February 16, 1988	Nestle Waters North America Inc.
ZEPHYRHILLS		738018 29	May 22, 1989	16131 63	September 11, 1990	Nestle Waters North America Inc.

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TRADEMARK
REEL: 007906 FRAME: 0467

Trade mark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
ARROWHEAD		734439 93	September 16, 1983	12979 37	September 25, 1984	Nestle Waters North America Inc.
ARROWHEAD		732692 32	July 7, 1980	11787 31	November 24, 1981	Nestle Waters North America Inc.
OZARKA		722686 50	April 10, 1967	08360 26	September 26, 1967	Nestle Waters North America Inc.

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