

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BlueTriton Brands, Inc.	FORMERLY Nestle Waters North America Inc.	05/18/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1300 Thames Street		
Internal Address:	4th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6992949	AC+ION	
Registration Number:	6993048	AC+ION	
Registration Number:	6966987	FUELED BY NATURE	
Registration Number:	7007498	READY TO BUILD	
Registration Number:	6860929	SPLASH BLAST	
Registration Number:	6861053	SPLASH FIZZ	
Registration Number:	6861054	SPLASH NRG	
Registration Number:	6986964	SINCE 1894 ARROWHEAD MOUNTAIN SPRING WAT	
Registration Number:	6149070	SINCE 1872 SARATOGA STILL NATURAL SPRING	
Registration Number:	6201563	SINCE 1872 SARATOGA SPARKLING CARBONATED	
Registration Number:	6148773	SARATOGA STILL	
Registration Number:	6125928	SARATOGA SPARKLING	
Registration Number:	6125867		
Registration Number:	6076406		
Registration Number:	5738627	ECO-SENSE	
Registration Number:	4887588	S S SARATOGA SINCE 1872	
Registration Number:	3474465	EVERYTHING ELSE IS JUST WATER	
Registration Number:	3474466	SARATOGA SPLASH	
		TRADEMARK	

CH \$640.00 6992949

Property Type	Number	Word Mark
Registration Number:	2785952	SARATOGA
Registration Number:	2129959	SARATOGA SPRING WATER
Registration Number:	1580394	SARATOGA
Registration Number:	1198188	S
Registration Number:	1256330	SARATOGA
Registration Number:	0372822	SV
Serial Number:	90785304	SPLASH NRG

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: Cher Zhang 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:	Cher Zhang
SIGNATURE:	/Cher Zhang/
DATE SIGNED:	05/19/2023

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 18, 2023, is made by BlueTriton Brands, Inc. (formerly known as Nestle Waters North America Inc.) , a Delaware corporation (the “**Grantor**”), in favor of Morgan Stanley Senior Funding, Inc., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien 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 Grantor, the other grantors party thereto and the Collateral Agent;

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

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired Trademark Collateral of the Grantor and has agreed in connection therewith to execute this Trademark Security Agreement Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees 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, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the 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. The 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. The 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.

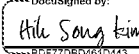
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL 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, the undersigned has executed this Trademark Security Agreement Supplement as of the date first above written.

BlueTriton Brands, Inc. (formerly known as Nestle Waters North America Inc.)

By: 
Name: Hih Song Kim
Title: General Counsel

Accepted and Agreed:

Morgan Stanley Senior Funding, Inc., as Collateral Agent

By: 






Name: Lisa Hanson
Title: Vice President







[SIGNATURE PAGE TO FIRST LIEN TRADEMARK AGREEMENT SUPPLEMENT]


TRADEMARK
REEL: 008078 FRAME: 0694

SCHEDULE A

TRADEMARKS:

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
AC+ION	AC+ION	90882355	Aug 13 2021	6992949	Feb 28 2023	BlueTriton Brands, Inc.
AC+ION (Stylized)		97009314	Sep 2 2021	6993048	Feb 28 2023	BlueTriton Brands, Inc.
FUELED BY NATURE	FUELED BY NATURE	97052632	Sep 29 2021	6966987	Jan 31 2023	BlueTriton Brands, Inc.
S Logo		90833412	Jul 16 2021	7007498	Mar 21 2023	BlueTriton Brands, Inc.
SPLASH BLAST	SPLASH BLAST	90703756	May 11 2021	6860929	Sep 27 2022	BlueTriton Brands, Inc.
SPLASH BLAST + FIZZ	SPLASH BLAST + FIZZ	97790733	Feb 11 2023	6861053	Sep 27 2022	BlueTriton Brands, Inc.
SPLASH FIZZ	SPLASH FIZZ	90785301	Jun 21 2021	6861054	Sep 27 2022	BlueTriton Brands, Inc.
SPLASH NRG	SPLASH NRG	90785304	June 21 2021	6992949	Feb 28 2023	BlueTriton Brands, Inc.
[SINCE 1894 ARROWHEAD MOUNTAIN SPRING WATER		90186138	Sep 16 2020	6986964	Feb 21 2023	BlueTriton Brands, Inc.
SINCE 1872 SARATOGA STILL NATURAL SPRING WATER 28 FL OZ (828ML) (1 PT 12 OZ)		88563156	Aug 2 2019	6149070	Sep 8 2020	BlueTriton Brands, Inc.
SINCE 1872 SARATOGA SPARKLING CARBONATED SPRING WATER		88563233	Aug 2 2019	6201563	Nov 17 2020	BlueTriton Brands, Inc.

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
28 FL OZ (828 ML) (1 PT 12 OZ)						
SARATOGA STILL		88493095	June 28 2019	6148773	Sep 8 2020	BlueTriton Brands, Inc.
SARATOGA SPARKLING		88493117	June 28 2019	6125928	Aug 11 2020	BlueTriton Brands, Inc.
Design Only		88475828	June 17 2019	6125867	Aug 11 2020	BlueTriton Brands, Inc.
Design Only		88475833	June 17 2019	6076406	June 9 2020	BlueTriton Brands, Inc.
ECO-SENSE		88088156	Aug 22 2018	5738627	Apr 20 2019	BlueTriton Brands, Inc.
S S SARATOGA SINCE 1872		86272659	May 6 2014	4887588	Jan 19 2016	BlueTriton Brands, Inc.
EVERYTHING ELSE IS JUST WATER		76684941	Dec 14 2007	3474465	July 29 2008	BlueTriton Brands, Inc.
SARATOGA SPLASH		76684942	Dec 14 2007	3474466	July 29 2008	BlueTriton Brands, Inc.
SARATOGA		76466358	Apr 4 2002	2785952	Nov 25 2003	BlueTriton Brands, Inc.
SARATOGA SPRING WATER		75139784	July 25 1996	2129959	Jan 20 1988	BlueTriton Brands, Inc.
SARATOGA		73762803	Nov 9 1988	1580394	Jan 30 1990	BlueTriton Brands, Inc.
S		73246469	Jan 16 1980	1198188	Jun 15 1982	BlueTriton Brands, Inc.
SARATOGA		73200471	Jan 18 1979	1256330	Nov 1 1983	BlueTriton Brands, Inc.

Trademark	Logo	App No.	Filing Date	Reg. No.	Reg. Date	Owner
SV		71421101	Jun 29 1939	0372822	Nov 14 1939	BlueTriton Brands, Inc.