

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AquaVenture Holdings LLC		10/04/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AquaVenture Holdings Limited		
Street Address:	14400 Carlson Circle		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33626		
Entity Type:	Company: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86056259	WAAS	
Serial Number:	86056257	WATER AS A SERVICE	
Serial Number:	86427972	AQUAVENTURE HOLDINGS	
Serial Number:	86056255	AQUAVENTURE	
Serial Number:	86977252	WATER-AS-A-SERVICE	
Serial Number:	86977258	AQUAVENTURE HOLDINGS	
Serial Number:	86977253	WAAS	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	TMadmin@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	Jessica S. Parise		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	122550-170881		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		

OP \$190.00 86056259

SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	06/22/2017
Total Attachments: 3 source=Aquaventure#page1.tif source=Aquaventure#page2.tif source=Aquaventure#page3.tif	

BILL OF SALE AND INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

This Bill of Sale and Instrument of Assignment and Assumption (this “**Bill of Sale**”) dated as of October 4, 2016 by and between AquaVenture Holdings LLC, a Delaware limited liability company (“**Transferor**”), and AquaVenture Holdings Limited, a company organized and existing under the laws of the British Virgin Islands (“**Transferee**”):

WITNESSETH:

WHEREAS, Transferor and Transferee have entered into the Contribution Agreement, dated as of October 4, 2016 (the “**Agreement**”), which, among other things, provides for the contribution, transfer, assignment, conveyance and delivery to Transferee by Transferor of all assets of Transferor (other than the shares of Transferee held by Transferor) and the assumption by Transferee of all liabilities of Transferor; and

WHEREAS, Transferor and Transferee now desire to carry out the intents and purposes of the Agreement by the execution and delivery by Transferor to Transferee of this Bill of Sale evidencing the contribution, transfer, assignment, conveyance and delivery to Transferee by Transferor of all assets of Transferor and the assumption by Transferee of all liabilities of Transferor;

NOW, THEREFORE, for and in consideration of premises and other good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, and upon the terms and subject to the conditions set forth in the Agreement, Transferor hereby contributes, transfers, assigns, conveys and delivers (or causes to be contributed, transferred, assigned, conveyed and delivered) to Transferee the full right, title and interest to all of Transferor’s assets, other than the shares of Transferee it holds (the “**Contributed Assets**”), which include:

- (i) all of the issued and outstanding shares of capital stock of Seven Seas Water Corporation, a Delaware corporation, and Quench USA, Inc., a Delaware corporation;
- (ii) all cash held by Transferor;
- (iii) the promissory note issued by Aqua Ventures Holding Curaçao N.V., a Curaçao N.V., to Transferor in the principal amount of \$24,500,000.00; and
- (iv) all other assets of any kind or nature of the Transferor other than the shares of Transferee that Transferor holds.

TO HAVE AND TO HOLD the same unto the Transferee and its successors and assigns forever.

The Transferee hereby and assumes, and shall pay, perform and discharge when due all liabilities, commitments and obligations arising from and after the Closing.


If at any time after the Closing, Transferor or Transferee shall consider it advisable that any further conveyance, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm or record in Transferee the title to any of the Contributed Assets or the assumption of Transferor's liabilities, Transferor or Transferee (as the case may be) shall execute and deliver, upon reasonable request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things reasonably necessary or proper to vest, perfect, confirm or record title to the Contributed Assets in the Transferee or the assumption of Transferor's liabilities and otherwise to carry out the provisions of the Agreement and this Bill of Sale.

Capitalized terms used and not otherwise defined in this Bill of Sale shall have the respective meanings ascribed to such terms in the Agreement.


(The remainder of this page has been intentionally left blank)

IN WITNESS WHEREOF, Transferor has caused this Bill of Sale to be executed and delivered by its duly authorized representative as of the date first above written.

AQUAVENTURE HOLDINGS LLC

By: 
Name: Lee Muller
Title: Chief Financial Officer

AQUAVENTURE HOLDINGS LIMITED

By: 
Name: Lee Muller
Title: Chief Financial Officer