

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zero Technologies, LLC		05/21/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Thomas Mendell		
Street Address:	4510 Adams Circle		
Internal Address:	c/o Zero Technologies, LLC		
City:	Bensalem		
State/Country:	PENNSYLVANIA		
Postal Code:	19020		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2802616	ZEROWATER	
Serial Number:	78727666	ZERO WATER	
Registration Number:	3808042	ZEROWATER 0 0	
Registration Number:	3455859	ZER000 WATER FOR WATER THAT'S ONLY WATER	
Serial Number:	78883261	ZER000 WATER FOR WATER THAT'S ONLY WATER	
Registration Number:	3808040	IF IT'S NOT ALL ZEROS - IT'S NOT ZEROWAT	
Registration Number:	3463401	Z-PITCHER	
Registration Number:	3502795	Z-DECANTER	
Registration Number:	3569722	TAP IS BACK	
Registration Number:	3383437	FOR WATER THAT'S ONLY WATER	
CORRESPONDENCE DATA			
Fax Number:	2156652122		
<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:	2156657277		
Email:	dalbert@cozen.com		
Correspondent Name:	David M. Albert		
Address Line 1:	1650 Market Street		

OP \$265.00 2802616

Address Line 2: Suite 2800
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: David M. Albert

SIGNATURE: /David M. Albert/

DATE SIGNED: 11/21/2017

Total Attachments: 3

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EXHIBIT A

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2015, is made by ZERO TECHNOLOGIES, LLC, a Delaware limited liability company ("Debtor"), in favor of Thomas Mendell, as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

Debtor is party to a Security Agreement, dated as of April 21, 2015, in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Debtor is required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, as an inducement to the Secured Parties to purchase Notes, Debtor has agreed to provide security for the prompt satisfaction of all Obligations of Debtor to the Secured Parties, subject to the terms and provisions set forth herein, Debtor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent and Trademark Collateral. Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Debtor (the "Patent and Trademark Collateral"):

(a) all of its Patents and all Patent Licenses included in the Collateral, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and

(d) all of its Trademarks and all Trademark Licenses included in the Collateral, including, without limitation, those referred to on Schedule I hereto;

(e) all renewals and extensions of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(g) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Debtor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent and Trademark Collateral 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.

Section 4. Debtor Remains Liable. Debtor hereby agrees that, anything herein to the contrary notwithstanding, Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and Trademarks and Patent and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ZERO TECHNOLOGIES LLC, as Debtor

By: 
Name: Douglas Kellam
Title: CEO