

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI822993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Patent Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
BlueTriton Brands, Inc.			02/12/2025
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Wilmington Trust, National Association, as Notes Collateral Agent		
<b>Street Address:</b>	1310 Silas Deane Highway		
<b>City:</b>	Wethersfield		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06109		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	29798113		
<b>Application Number:</b>	29798120		
<b>Application Number:</b>	29871546		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Angela M Amaru		
<b>Address Line 1:</b>	Latham & Watkins LLP		
<b>Address Line 2:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	069501-0023		
<b>NAME OF SUBMITTER:</b>	Angela Amaru		
<b>SIGNATURE:</b>	/Angela Amaru/		
<b>DATE SIGNED:</b>	02/13/2025		
<b>Total Attachments: 15</b>			
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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Patent Security Agreement**”), dated as of February 12, 2025, is made by (i) BlueTriton Brands, Inc., a Delaware Corporation, (ii) DS Services of America, Inc., a Delaware corporation, (iii) Triton Water Holdings, Inc., a Delaware Corporation and (iv) Blue Triton Brands Holdings, Inc., Delaware Corporation (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Wilmington Trust, National Association, as the Notes Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Notes Collateral Agent**”).

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of February 12, 2025 (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 Notes Collateral Agent; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1.01 Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 1.02 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 Notes 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 Patents and Patent applications set forth on Schedule A attached hereto, together with (a) all reissues, reexaminations, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all inventions or designs claimed therein, (c) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (the “**Patent Collateral**”); *provided* that “**Patent Collateral**” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

Section 1.03 Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the USPTO.

Section 1.04 Execution in Counterparts. This Patent 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 Patent 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 Patent Security Agreement. Section 13.11 of the Secured Notes Indenture is incorporated by reference herein, *mutatis mutandis*.

Section 1.05 Security Agreement. This Patent 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 Notes Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement,

Exhibit IV-1

PROJECT TRITON

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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 1.06 Governing Law. THIS PATENT 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 PATENTS).

Section 1.07 Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTES COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES 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 PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

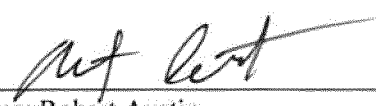
Section 1.08 Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering this Patent Security Agreement not in its individual capacity, but solely in its capacity as Notes Collateral Agent under the Secured Notes Indenture and the Security Agreement. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities set forth in the Secured Notes Indenture and the Security Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

*[Remainder of this page intentionally left blank]*

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

**BLUETRITON BRANDS, INC.**  
**DS SERVICES OF AMERICA, INC.**  
**TRITON WATER HOLDINGS, INC.**

By: \_\_\_\_\_

  
Name: Robert Austin

Title: Chief Operating Officer

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

PROJECT TRITON

**BLUETRITON BRANDS HOLDINGS, INC.**

By:



Name: David Hass

Title: Chief Financial Officer

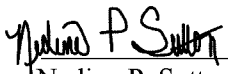
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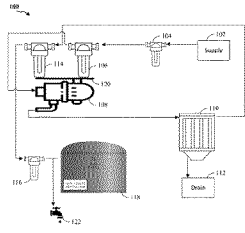
Accepted and Agreed:

Wilmington Trust, National Association, as Notes Collateral Agent

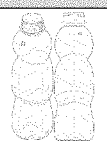
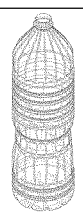
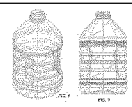
By:   
Name: Nedine P. Sutton  
Title: Vice President

SCHEDULE A

Pending Patents

<u>Design</u>	<u>Application No. and Status</u>	<u>Key Dates</u>	<u>Inventors</u>	<u>Owner</u>
 <b>WATER DISPENSER FILTRATION SYSTEM WITH PUMP VIBRATION</b>	App No. 18/390962	Filing Date: December 20, 2023  Publication Date: July 11, 2024	Burrows; Bruce D.	DS Services of America, Inc.

Issued Patents

<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
 <b>Container</b>	App. No. 29/679,119  Pat. No. D902,043	Filing Date: February 1, 2019  Patent Date: November 17, 2020	Triton Water Holdings, Inc.
 <b>BOTTLE</b>	App. No. 29/662,757  Pat. No. D872,582	Filing Date: September 7, 2018  Registration Date: January 14, 2020	Triton Water Holdings, Inc.
 <b>BOTTLE</b>	App. No. 29/665,943  Pat. No. D908,502	Filing Date: October 9, 2018  Registration Date: January 6, 2021	Triton Water Holdings, Inc.

[SIGNATURE PAGE TO FIRST LIEN PATENT SECURITY AGREEMENT]

PROJECT TRITON

**PATENT**  
**REEL: 070206 FRAME: 0921**






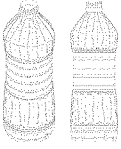



<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
 <b>BOTTLE</b>	App. No. 29/690,321  Pat. No. D871,224	Filing Date: May 7, 2019  Registration Date: December 31, 2019	Triton Water Holdings, Inc.
 <b>BOTTLE</b>	App. No. 29/691,419  Pat. No. D871,222	Filing Date: May 16, 2019  Registration Date: December 31, 2019	Triton Water Holdings, Inc.
 <b>CONTAINER</b>	Pat No. D830,183  App. No. 29/615,605	Patent Date: October 9, 2018  Filing Date: August 30, 2017	Triton Water Holdings, Inc.
 <b>CONTAINER</b>	Pat No. D830,185  App. No. 29/615,619	Patent Date: October 9, 2018  Filing Date: August 30, 2017	Triton Water Holdings, Inc.
 <b>CONTAINER</b>	Pat No. D830,184  App. No. 29/615,615	Patent Date: October 9, 2018  Filing Date: August 30, 2017	Triton Water Holdings, Inc.
 <b>BOTTLE</b>	Pat No. D570,700  App. No. 29/276,807	Patent Date: June 10, 2008  Filing Date: February 6, 2007	Triton Water Holdings, Inc.
 <b>BOTTLE</b>	Pat No. D576,499  App. No. 29/284,035	Patent Date: September 9, 2008  Filing Date: August 29, 2007	Triton Water Holdings, Inc.

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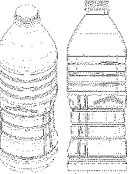


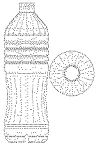

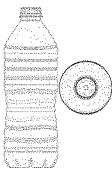
<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
 <b>PLASTIC CONTAINER</b>	Pat No. D741,186  App. No. 29/488,883	Patent Date: October 20, 2015  Filing Date: April 24, 2014	Triton Water Holdings, Inc.
 <b>PLASTIC CONTAINER</b>	Pat No. D741,187  App. No. 29/488,887	Patent Date: October 20, 2015  Filing Date: April 24, 2014	Triton Water Holdings, Inc.
 <b>BOTTLE</b>	Pat No. D804,312  App. No. 29/565,038	Patent Date: December 5, 2017  Filing Date: May 17, 2016	Triton Water Holdings, Inc.
 <b>BOTTLE</b>	Pat. No. D804,318  App. No. 29/567,719	Patent Date: December 5, 2017  Filing Date: June 11, 2016	Triton Water Holdings, Inc.
 <b>Container</b>	Pat. No. D871,223  App. No. 29/666,651	Patent Date: December 31, 2019  Filing Date: October 15, 2018	Triton Water Holdings, Inc.
 <b>Bottle Cap</b>	Pat. No. D786,671  App. No. 29/546,010	Patent Date: May 16, 2017  Filing Date: November 18, 2015	Triton Water Holdings, Inc.
 <b>Container</b>	Pat No. D872,581  App. No. 29/650,062	Patent Date: January 14, 2020  Filing Date: June 4, 2018	Triton Water Holdings, Inc.

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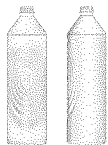

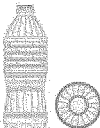



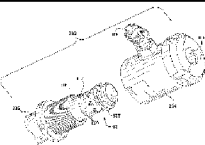
<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
 <b>Bottle</b>	Pat. No. D840,237  App. No. 29/546,766	Patent Date: February 12, 2019  Filing Date: November 25, 2015	Triton Water Holdings, Inc.
 <b>Water jug shelf unit</b>	Pat. No. D695,555  App. No. 29/434,470	Patent Date: December 17, 2013  Filing Date: October 12, 2012	Triton Water Holdings, Inc.
 <b>Bottle</b>	Patent No. D871,224  App. No. 29/690,321	Patent Date: December 11, 2019  Filing Date: May 7, 2019	Triton Water Holdings, Inc.
 <b>Bottle</b>	App No. 29/673,680  Patent No. D906,120	Patent Date: December 9, 2020  Filing Date: December 17, 2018	Triton Water Holdings, Inc.
 <b>Premium bottle, Phoenix</b>	App No. 29/657,516  Patent No.: D935,890	Patent Date: November 16, 2021  Filing Date: July 23, 2018	Triton Water Holdings, Inc.
 <b>Bottle</b>	App. No. 29/283,247  Patent No. D572,143	Patent Date: July 1, 2008  Filing Date: August 7, 2007	Triton Water Holdings, Inc.
 <b>Air Cartridge Devices and Methods of Using Same</b>	App. No. 11/923329  Patent No. 7972554	Patent Date: July 5, 2011  Filing Date: October 24, 2007	BlueTriton Brands Holdings, Inc.

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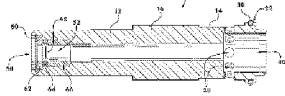
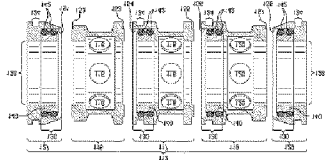
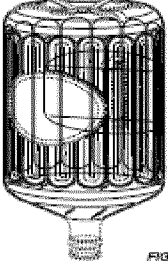
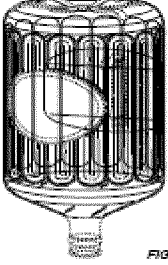
<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
 <p><b>Air Cartridge Devices and Methods of Using Same</b></p>	<p>App. No. 13/087018</p> <p>Patent No. 8337194</p>	<p>Patent Date: December 25, 2012</p> <p>Filing Date: April 14, 2011</p>	<p>BlueTriton Brands Holdings, Inc.</p>
 <p><b>Valves Having Segmented Sleeves and Internal Seals</b></p>	<p>App. No. 14/402514</p> <p>Patent No. 9453580</p>	<p>Patent Date: September 27, 2016</p> <p>Filing Date: November 20, 2014</p>	<p>BlueTriton Brands Holdings, Inc.</p>
 <p><b>Container</b></p>	<p>App No. 29798113</p> <p>Patent No. D986066</p>	<p>Patent Date: May 16, 2023</p> <p>Filing Date: July 6, 2021</p>	<p>BlueTriton Brands, Inc.</p>
 <p><b>Container</b></p>	<p>App No. 29798120</p> <p>Patent No. D990320</p>	<p>Patent Date: June 27, 2023</p> <p>Filing Date: July 6, 2021</p>	<p>BlueTriton Brands, Inc.</p>
 <p><b>Container</b></p>	<p>App No 29871546</p> <p>Patent No. D1019394S</p>	<p>Patent Date: March 26, 2024</p> <p>Filing Date: February 22, 2023</p>	<p>BlueTriton Brands, Inc.</p>

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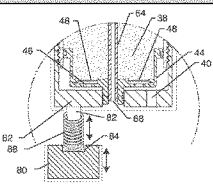
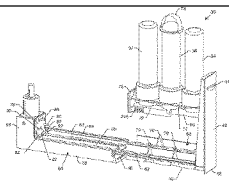
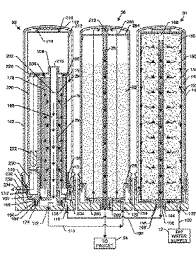
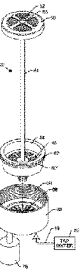
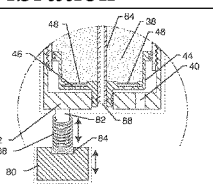
<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
 <p><b>Water purification system with active vibration</b></p>	App No. 15/296816  Patent No. 9919933	Patent Date: February 9, 2017  Filing Date: October 18, 2016	DS Services of America, Inc.
 <p><b>Water purification system with automatic flush flow</b></p>	App No. 16/842290  Patent No. 11,383,992 B2	Patent Date: July 12, 2022  Filing Date: April 7, 2020	DS Services of America, Inc.
 <p><b>Water purification system with automatic flush flow</b></p>	App No. 14/575965  Patent No. 10059606 B2	Patent Date: August 28, 2018  Filing Date: December 18, 2014	DS Services of America, Inc.
 <p><b>Water purification system with active vibration</b></p>	App No 14/575998  Patent No. 10183874	Patent Date: January 22, 2019  Filing Date: December 18, 2014	DS Services of America, Inc.
	App No. 15/671654  Patent No. 10464827	Patent Date: November 5, 2019  Filing Date: August 8, 2017	DS Services of America, Inc.

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PROJECT TRITON



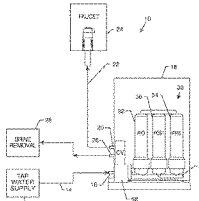
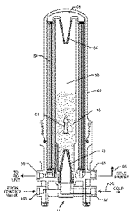
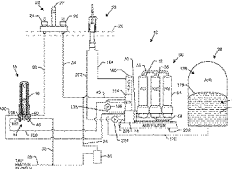
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<b>Water purification system with spring agitator vibration</b>			
	App No. 15/671486 Patent No. 10562794	Patent Date February 18, 2020  Filing Date August 8, 2017	DS Services of America, Inc.
<b>Water purification system with active vibration</b>			
	App No. 15/671557 Patent No. 10562795	Patent Date: February 18, 2020  Filing Date: August 08, 2017	DS Services of America, Inc.
<b>Water purification system with sound wave generator agitator</b>			
	App No. 16/047177 Patent No. 10647596	Patent Date: May 12, 2020  Filing Date: July 27, 2018	DS Services of America, Inc.
<b>Water purification system with automatic flush flow</b>			
	App No. 13/663396 Patent No. 9371245	Patent Date: June 21, 2016  Filing Date: October 29, 2012	DS Services of America, Inc.
<b>Drainless reverse osmosis water purification system</b>			
	App No. 16/230590 Patent No. 10787381	Patent Date: September 29, 2020	DS Services of America, Inc.

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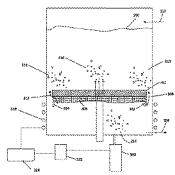
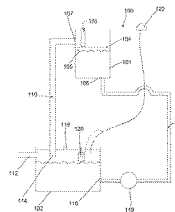
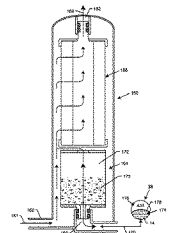
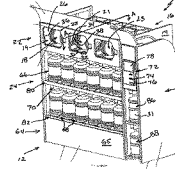
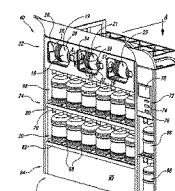
<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
<b>Drainless reverse osmosis water purification system</b>		Filing Date: December 21, 2018	
 <b>Ozone generator for water purification system</b>	App No. 15/792858  Patent No. 10894731	Patent Date: January 19, 2021  Filing Date: October 25, 2017	DS Services of America, Inc.
 <b>Top fill reservoir system for water purification system</b>	App No. 16/536448  Patent No. 11034594	Patent Date: June 15, 2021  Filing Date: August 09, 2019	DS Services of America, Inc.
 <b>Drainless reverse osmosis water purification system</b>	App No. 15/179108  Patent No. 10196292	Patent Date: February 05, 2019  Filing Date: June 10, 2016	DS Services of America, Inc.
 <b>Bottled water center</b>	App No. 12/492854  Patent No. 8113382	Patent Date: February 14, 2012  Filing Date: June 26, 2009	DS Services of America, Inc.
 <b>Bottled water center</b>	App No. 13/344542  Patent No. 8360272	Patent Date: January 29, 2013  Filing Date: January 05, 2012	DS Services of America, Inc.

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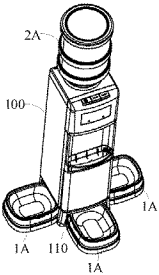
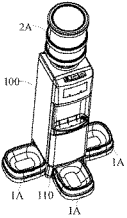
<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
 <b>Water dispenser</b>	App No. 15/682553  Patent No. 10624311	Patent Date: April 21, 2020  Filing Date: August 22, 2017	Foshan Shunde Midea Water Dispenser Mfg. Co. Ltd.; Midea Group Co., Ltd.; DS Services of America, Inc.
 <b>Water dispenser</b>	App No: 16/850658  Patent No: 12167723	Patent Date: December 17, 2024  Filing Date: April 16, 2020	Foshan Shunde Midea Water Dispenser Mfg. Co. Ltd.; Midea Group Co., Ltd.; DS Services of America, Inc.
<b>LIQUID DISPENSER FOR DISPENSING WATER AND A FLAVORED BEVERAGE</b>	App No: 16986125  Patent No: 12071337	Patent Date: Aug 27, 2024  Filing Date: Aug 5, 2020	DS SERVICES OF AMERICA INC.
<b>DRAINLESS REVERSE OSMOSIS WATER PURIFICATION SYSTEM</b>	App No: 12395115  Patent No: 8398852	Filing Date: Feb 27, 2009  Patent Date: Mar 19, 2013	DS SERVICES OF AMERICA INC.
<b>CONTROL VALVE FOR A REVERSE OSMOSIS WATER PURIFICATION SYSTEM</b>	App No: 12749787  Patent No: 8424554	Filing Date: Mar 30, 2010  Patent Date: Apr 23, 2013	DS SERVICES OF AMERICA INC.
<b>DRAINLESS REVERSE OSMOSIS WATER</b>	App No: 12795342  Patent No: 8298420	Filing Date: Jun 7, 2010  Patent Date: Oct 30, 2012	DS SERVICES OF AMERICA INC.
<b>SELECT SERVING AND FLAVORED SPARKLING BEVERAGE MAKER SYSTEM</b>	App No: 13790635  Patent No: 9161654	Filing Date: Mar 8, 2013  Patent Date: Oct 20, 2015	DS SERVICES OF AMERICA INC.

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<u>Design</u>	<u>Application No. and Status</u>	<u>Dates</u>	<u>Owner</u>
CONTAINER	App No: 29225815  Patent No: D537348	Filing Date: Mar 21, 2005  Patent Date: Feb 27, 2007	DS SERVICES OF AMERICA INC.
BOTTLE RETURN APPARATUS	App No: 29237873  Patent No: D542495	Filing Date: Sep 8, 2005  Patent Date: May 8, 2007	DS SERVICES OF AMERICA INC.
BOTTLE RETURN APPARATUS	App No: 29262509  Patent No: D549418	Filing Date: Jul 5, 2006  Patent Date: Aug 21, 2007	DS SERVICES OF AMERICA INC.
BOTTLE RETURN APPARATUS	App No: 29268947  Patent No: D565268	Filing Date: Nov 15, 2006  Patent Date: Mar 25, 2008	DS SERVICES OF AMERICA INC.
BOTTLE RETURN APPARATUS	App No: 29285995  Patent No: D566920	Filing Date: Apr 17, 2007  Patent Date: Apr 15, 2009	DS SERVICES OF AMERICA INC.
BEVERAGE MAKER	App No: 29407078  Patent No: D679933	Filing Date: Nov 22, 2011  Patent Date: Apr 16, 2013	DS SERVICES OF AMERICA INC.

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**RECORDED: 02/13/2025**

**PATENT  
REEL: 070206 FRAME: 0930**