

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428892

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|---|----------------------------------|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| World Waters Holdings, LLC | | 05/22/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Israel Discount Bank of New York | | |
| Street Address: | 511 Fifth Avenue, 13th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5059908 | WORLD WATERS | |
| Serial Number: | 85921371 | WTRMLN | |
| Serial Number: | 86367069 | WTRMLN | |
| Registration Number: | 4618888 | WTRMLN WTR | |
| Registration Number: | 4618887 | WTRMLN | |
| Registration Number: | 4787567 | WTRMLN LMN | |
| Registration Number: | 5074901 | DELICIOUSLY HYDRATING | |
| Registration Number: | 4843744 | SHAKE IT LIKE YOU MEAN IT! | |
| Registration Number: | 4626187 | SUMMER IN YOUR MOUTH | |
| Registration Number: | 4822542 | WE GROW WATER | |
| Registration Number: | 4003511 | WORLD WATER | |
| Serial Number: | 85921493 | TAPROOT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 614-280-3566 | | |
| Email: | james.murray@wolterskluwer.com | | |
| Correspondent Name: | James Murray | | |

OP \$315.00 5059908

TRADEMARK

Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 05/25/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“*Trademark Security Agreement*”), dated as of May 22, 2017, is made by WORLD WATERS HOLDINGS, LLC, a Delaware limited liability company (the “*Grantor*”), in favor of ISRAEL DISCOUNT BANK OF NEW YORK (the “*Bank*”).

WHEREAS, the World Waters LLC, a New York limited liability company (the “*Client*”) has entered into an Accounts Receivable Management and Security Agreement, dated as of May 22, 2017 (the “*ARMS Agreement*”), with the Bank.

WHEREAS, in order to induce Bank to enter into the ARMS Agreement, Grantor has, pursuant to that certain Guaranty dated as of May 22, 2017 by Grantor in favor of Bank (the “*Guaranty*”), granted to the Bank a security interest in, among other property, the intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. **Grant of Security Interest.** The Grantor hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of the Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Bank.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Guaranty, which is hereby incorporated by reference. The provisions of the Guaranty shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Trademark Collateral are as provided by the Guaranty and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

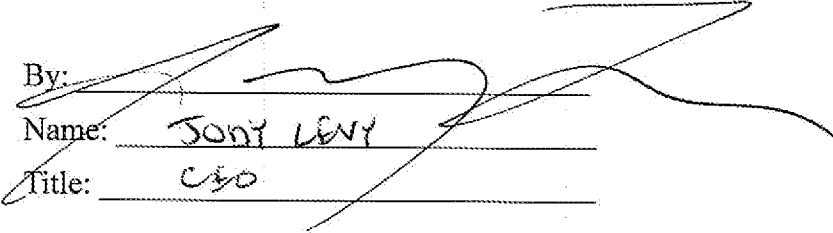
5. **Successors and Assigns.** This Trademark Security Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLD WATERS HOLDINGS, LLC

By: 
Name: SONY LEVY
Title: CEO

Agreed to and accepted:
ISRAEL DISCOUNT BANK OF
NEW YORK

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLD WATERS HOLDINGS, LLC

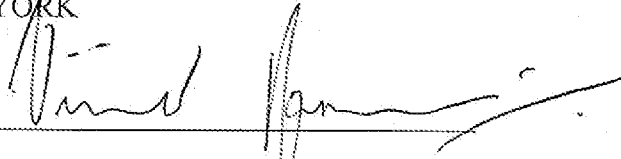
By: _____

Name: _____

Title: _____


Agreed to and accepted:

ISRAEL DISCOUNT BANK OF
NEW YORK

By: 

Name: Vinita Ramnani

Title: Senior Vice President

By: 

Name: _____

Title: Thomas Nucci
Vice President

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS

| Serial Number | Registration Number | Word Mark |
|----------------------|----------------------------|----------------------------|
| 86220328 | 5059908 | WORLD WATERS |
| 85921371 | N/A | WTRMLN |
| 86367069 | N/A | WTRMLN |
| 85896801 | 4618888 | WTRMLN WTR |
| 85896795 | 4618887 | WTRMLN |
| 86220352 | 4787567 | WTRMLN LMN |
| 86802107 | 5074901 | DELICIOUSLY HYDRATING |
| 86230226 | 4843744 | SHAKE IT LIKE YOU MEAN IT! |
| 86099111 | 4626187 | SUMMER IN YOUR MOUTH |
| 85921477 | 4822542 | WE GROW WATER |
| 85023509 | 4003511 | WORLD WATER |
| 85921493 | N/A | TAPROOT |