# CH \$140.00 44222

ETAS ID: TM443160

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		09/08/2017	National Banking Association:

#### **RECEIVING PARTY DATA**

Name:	First Quality Water & Beverage, LLC
Street Address:	10 SOUTH DEARBORN
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4422205	PUREAU
Serial Number:	87102810	AQUA THRIVE
Serial Number:	87102470	AQUATHRIVE
Serial Number:	86827208	PUREAU
Serial Number:	87218894	RUGGED WATER

#### CORRESPONDENCE DATA

**Fax Number:** 2128594000

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:** 212-859-4384

**Email:** evelyn.bellew@friedfrank.com

Correspondent Name: Evelyn Bellew

Address Line 1: One New York Plaza

Address Line 2: 2980

Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Evelyn Bellew
SIGNATURE:	/Evelyn Bellew/
DATE SIGNED:	09/14/2017

TRADEMARK REEL: 006154 FRAME: 0113

## **Total Attachments: 4**

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TRADEMARK
REEL: 006154 FRAME: 0114

## PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Partial Release") is made as of September 8, 2017, by JPMORGAN CHASE BANK, N.A., as collateral agent for the benefit of the Secured Parties (in such capacity, the "Agent"), in favor of FIRST QUALITY WATER & BEVERAGE, LLC (the "Grantor"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Agent are, among others, party to: (i) that certain Security Agreement, dated as of June 29, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) that certain Trademark Security Agreement, dated as of June 27, 2017 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether then owned or existing or thereafter acquired or arising and wherever located:

the service mark and trademark registrations and applications listed on Schedule A hereto and made a part hereof, but not including Excluded Collateral even if listed on such Schedule A and (a) the goodwill of the business connected with the use thereof and symbolized thereby, (b) all renewals thereof, (c) all income, royalties, damages and payments then and thereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present, or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world (collectively, the "Trademark Collateral").

For the avoidance of doubt, the Trademark Collateral did not include, and the security interest granted under the Trademark Security Agreement did not attach to, any trademark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such trademark unless and until evidence of such Grantor's use in commerce (within the meaning of The Lanham Act, 15 U.S.C. §§ 1051 et seq.) thereof was filed in the United States Patent and Trademark Office.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 30, 2017, at Reel 6095 and Frame 0721; and

WHEREAS, the Grantor has requested that the Agent release, and the Agent has agreed to release, its lien on and security interest in and to the Trademark Collateral of Grantor and to reconvey any and all rights in such Trademark Collateral to the Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, discharges and releases fully with respect to the Grantor any and all liens and security interests it has in and

TRADEMARK
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against the Trademark Collateral of the Grantor. If and to the extent the Agent has acquired any right, title or interest in or to any of the Trademark Collateral of the Grantor, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the Grantor and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void. For the avoidance of doubt, nothing in this Partial Release is intended to terminate, cancel, discharge or release any or all liens and security interests Agent has under the Trademark Security Agreement with respect to any grantors other than the Grantor.

The Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer or agency record this Partial Release.

THIS PARTIAL RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF SECURITY INTERESTS).

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed and delivered by its duly authorized representative as of the date first set above.

JPMORGAN CHASE BANK, N.A., as Agent,

Name:

Alicia Schreibsten

Title:

Executive Director

[Signature Page to Partial Release of Trudemark Security Agreement]

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## SCHEDULE A

## TRADEMARK REGISTRATIONS AND APPLICATIONS

Reel/Frame: 6095 / 0721

	REGISTRATION NUMBER		COUNTRY
PUREAU	4,422,205	Ост. 22, 2013	United States of America

# Reel/Frame: N/A

Trademark	APPLICATION NUMBER	FILING DATE	COUNTRY
AQUA THRIVE	87/102,810	Jul. 13, 2016	United States of America

# Reel/Frame: N/A

	Application Number	FILING DATE	Country
AQUATHRIVE	87/102,470	Jul. 13, 2016	United States Of America

## Reel/Frame: N/A

	APPLICATION NUMBER		
PUREAU	86/827,208	Nov. 20, 2015	United States Of America

# Reel/Frame: N/A

Trademark	APPLICATION NUMBER	FILING DATE	Country
RUGGED WATER	87/218,894	Ост 28, 2016	United States of America

TRADEMARK REEL: 006154 FRAME: 0118

RECORDED: 09/14/2017