

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466882

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as administrative agent		03/23/2018	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Crystal Rock LLC
<b>Street Address:</b>	1050 Buckingham Street
<b>City:</b>	Watertown
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06795
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	77897851	BC COOL BEANS COFFEE
Serial Number:	77897848	BC COOL BEANS COFFEE
Serial Number:	77897853	BC COOL BEANS COFFEE
Serial Number:	77902563	C B
Serial Number:	77902567	C B
Serial Number:	77902569	C B
Serial Number:	74422437	COOL BEANS
Serial Number:	77870229	COOL BEANS
Serial Number:	75803839	CRYSTAL ROCK
Serial Number:	75803840	CRYSTAL ROCK
Serial Number:	77926846	CRYSTAL ROCK
Serial Number:	77982443	CRYSTAL ROCK
Serial Number:	77925001	CRYSTAL ROCK OFFICE
Serial Number:	77925530	CRYSTAL ROCK WATERS
Serial Number:	85031705	HIDDEN SPRING
Serial Number:	86155906	LITTLE THINGS MATTER
Serial Number:	86100075	ULTIMATE PAPER
Serial Number:	85873516	VERMONT PURE
Serial Number:	74682319	VERMONT PURE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75440563	VERMONT PURE NATURAL SPRING WATER
Serial Number:	77924996	VERMONT PURE NATURAL SPRING WATER
Serial Number:	77982310	VERMONT PURE NATURAL SPRING WATER

**CORRESPONDENCE DATA**

**Fax Number:** 2028428465

*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:** 202-842-8800

**Email:** dctrademarks@dbr.com

**Correspondent Name:** Jennifer L. Dean

**Address Line 1:** 1500 K Street, NW

**Address Line 2:** Drinker Biddle & Reath LLP, Suite 1100

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	550901
<b>NAME OF SUBMITTER:</b>	Joelle Zajk
<b>SIGNATURE:</b>	/joelle zajk/
<b>DATE SIGNED:</b>	03/23/2018

**Total Attachments: 6**

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## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is entered into as of March 23, 2018 by Bank of America, N.A., a national banking association located at 185 Asylum Street, Cityplace 1, Hartford, Connecticut 06103, as administrative agent (the “Administrative Agent”), in favor of Crystal Rock LLC, a Delaware limited liability company with offices located at 1050 Buckingham Street, Watertown, Connecticut 06795 (“Assignee” or “Crystal Rock”). Unless otherwise defined herein, capitalized terms defined in the Credit Agreement, the Amended and Restated Credit Agreement, the Second Amended and Restated Credit Agreement, or any of the Trademark Security Agreements (as such terms are defined below) and used herein have the meaning given to them in the Credit Agreement, the Amended and Restated Credit Agreement, the Second Amended and Restated Credit Agreement, or any of the Trademark Security Agreements, as applicable.

**WHEREAS**, reference is made to that certain (i) Credit Agreement, dated as of April 5, 2005 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) by and among Assignee, Vermont Pure Holdings Ltd. (a Delaware corporation now known as Crystal Rock Holdings, Inc. (“Holdings” and, together with Assignee, the “Borrowers”)), the Lenders thereto, and the Administrative Agent; (ii) the Amended and Restated Credit Agreement, dated as of April 5, 2010 (as amended, restated, supplemented or modified from time to time, the “Amended and Restated Credit Agreement”), by and among the Borrowers, Crystal Rock Holdings, Inc. (formerly a Delaware corporation that subsequently merged with and into Holdings), the Lenders thereto, and the Administrative Agent; (iii) the Second Amended and Restated Credit Agreement, dated as of May 20, 2015 (as amended, restated, supplemented or modified from time to time, the “Second Amended and Restated Credit Agreement”), by and among the Borrowers, the subsidiaries of the Borrowers party thereto, the Lenders thereto, and the Administrative Agent; (iv) the Trademark Collateral Security and Pledge Agreement, dated as of April 5, 2005 (the “2005 Trademark Security Agreement”), by and between Assignee and the Administrative Agent; (v) the Supplemental Trademark Collateral Security and Pledge Agreement, dated as of April 5, 2010 (the “2010 Trademark Security Agreement”), by and between Assignee and the Administrative Agent; and (vi) the Amended and Restated Trademark Collateral Security and Pledge Agreement, dated as of May 20, 2015 (the “2015 Trademark Security Agreement”), by and between Assignee and the Administrative Agent (the 2005 Trademark Security Agreement, the 2010 Trademark Security Agreement, and the 2015 Trademark Security Agreement, collectively, the “Trademark Security Agreements”);

**WHEREAS**, pursuant to the terms and conditions of the Credit Agreement, the Amended and Restated Credit Agreement, the Second Amended and Restated Credit Agreement, and the Trademark Security Agreements, the Assignee granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest and first priority lien on, and pledged and mortgaged (but did not transfer title to) to the Administrative Agent, for the benefit of the Secured Parties, all of Assignee’s right, title and interest in, to and under the following assets (the “IP Collateral”):

- a) the Pledged Trademarks, namely, all of Crystal Rock's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

**WHEREAS**, (i) the 2005 Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on April 7, 2005, at Reel/Frame No. 3086/0509; (ii) the 2010 Trademark Security Agreement was recorded with the USPTO on April 6, 2010, at Reel/Frame No. 4180/0481; and (iii) the 2015 Trademark Security Agreement was recorded with the USPTO on May 27, 2015, at Reel/Frame 5523/0726; and

**WHEREAS**, Assignee has paid and performed in full the Obligations, and as a result, the Administrative Agent has agreed to terminate and release its security interest with respect to the IP Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all of Assignee's right, title and interest in, to and under the IP Collateral, including Assignee's right, title, and interest in, to and under the trademarks listed on Schedule I hereto.

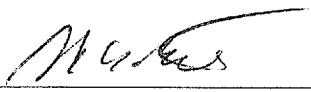
The Administrative Agent hereby authorizes Assignee or Assignee's designee to record this Release with the USPTO.

THIS AGREEMENT IS A CONTRACT UNDER THE LAWS OF THE STATE OF NEW YORK AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID STATE OF NEW YORK (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW).

*[Signature page follows]*

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

BANK OF AMERICA, N.A.,  
as Administrative Agent








By:   
Name: Donald K. Bates  
Title: SVP

*Signature Page to Release of Security Interest in Trademarks*




**SCHEDULE I**  
to  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**IP Collateral Against Which Security Interest Was Recorded**

	MARK	IMAGE	JURISDICTION	OWNER	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
1.	BC COOL BEANS COFFEE (AND DESIGN)		United States	Crystal Rock LLC	77897851	Dec 21, 2009	3941673	Apr 5, 2011
2.	BC COOL BEANS COFFEE (AND DESIGN)		United States	Crystal Rock LLC	77897848	Dec 21, 2009	4056886	Nov 15, 2011
3.	BC COOL BEANS COFFEE (AND DESIGN)		United States	Crystal Rock LLC	77897853	Dec 21, 2009	4060579	Nov 22, 2011
4.	CB (AND DESIGN)		United States	Crystal Rock LLC	77902563	Dec 30, 2009	3905604	Jan 11, 2011
5.	CB (AND DESIGN)		United States	Crystal Rock LLC	77902567	Dec 30, 2009	3929850	Mar 8, 2011
6.	CB (AND DESIGN)		United States	Crystal Rock LLC	77902569	Dec 30, 2009	4067859	Dec 6, 2011
7.	COOL BEANS		United States	Crystal Rock LLC	74422437	Jul 30, 1993	1839559	Jun 14, 1994
8.	COOL BEANS		United States	Crystal Rock LLC	77870229	Nov 11, 2009	4053531	Nov 8, 2011
9.	CRYSTAL ROCK		United States	Crystal Rock LLC	75803839	Sep 20, 1999	2423046	Jan 23, 2001
10.	CRYSTAL ROCK		United States	Crystal Rock LLC	75803840	Sept 20, 1999	2450626	May 15, 2001
11.	CRYSTAL ROCK (AND DESIGN)		United States	Crystal Rock LLC	77926846	Feb 3, 2010	4125958	Apr 10, 2012

	MARK	IMAGE	JURISDICTION	OWNER	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
12.	CRYSTAL ROCK (AND DESIGN)		United States	Crystal Rock LLC	77982443	Feb 3, 2010	4039255	Oct 11, 2011
13.	CRYSTAL ROCK OFFICE (AND DESIGN)		United States	Crystal Rock LLC	77925001	Feb 1, 2010	4032261	Sep 27, 2011
14.	CRYSTAL ROCK WATERS (AND DESIGN)		United States	Crystal Rock LLC	77925530	Feb 2, 2010	4032262	Sep 27, 2011
15.	HIDDEN SPRING		United States	Crystal Rock LLC	85031705	May 6, 2010	3893712	Dec 21, 2010
16.	LITTLE THINGS MATTER		United States	Crystal Rock LLC	86155906	Jan 2, 2014	4668624	Jan 6, 2015
17.	ULTIMATE PAPER		United States	Crystal Rock LLC	86100075	Oct 24, 2013	4756755	Jun 16, 2015
18.	VERMONT PURE		United States	Crystal Rock LLC	85873516	Mar 12, 2013	4554315	Jun 24, 2014
19.	VERMONT PURE (STYLIZED)		United States	Crystal Rock LLC	74682319	May 30, 1995	2053931	Apr 22, 1997
20.	VERMONT PURE NATURAL SPRING WATER (AND DESIGN)		United States	Crystal Rock LLC	75440563	Feb 25, 1998	2292164	Nov 16, 1999
21.	VERMONT PURE NATURAL SPRING WATER (AND DESIGN)		United States	Crystal Rock LLC	77924996	Feb 1, 2010	4056925	Nov 15, 2011
22.	VERMONT PURE NATURAL SPRING WATER (AND DESIGN)		United States	Crystal Rock LLC	77982310	Feb 1, 2010	4020232	Aug 30, 2011

**IP Collateral Against Which Security Interest Was Not Recorded**

	MARK	IMAGE	JURISDICTION	OWNER	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE
1.	CB (AND DESIGN)		United States of America	Crystal Rock LLC	86954971	Mar 28, 2016	5201374	May 9, 2017
2.	COOL BEANS		United States of America	Crystal Rock LLC	86954976	Mar 28, 2016	5201375	May 9, 2017
3.	EZSTOPS		United States of America	Crystal Rock LLC	87240285	Nov 17, 2016		
4.	VERMONT PURE		US - Massachusetts	Crystal Rock LLC		Feb 9, 1998	55754	Apr 13, 1998
5.	VERMONT PURE		US - New Hampshire	Crystal Rock LLC		Feb 9, 1998	3976	Mar 11, 1998
6.	VERMONT PURE		US - New Jersey	Crystal Rock LLC		Feb 9, 1998	15185	May 1, 1998
7.	VERMONT PURE		US - New York	Crystal Rock LLC		Feb 9, 1998	R31181	Feb 12, 1998
8.	VERMONT PURE		US - Vermont	Crystal Rock LLC		Feb 9, 1998	7818	Feb 12, 1998
9.	VERMONT PURE NATURAL SPRING WATER (AND DESIGN)		Canada	Crystal Rock LLC	1577285	May 11, 2012	TMA873332	Mar 14, 2014
10.	VERMONT PURE NATURAL SPRING WATER (AND DESIGN)		Canada	Crystal Rock LLC	1577284	May 11, 2012	TMA868839	Jan 13, 2014
11.	EZ Stops Version 1.0.7.12 (Pending copyright application)		United States of America	Crystal Rock, LLC				