369

ETAS ID: TM515830

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
Johnson Bank		02/13/2019	BANKING CORPORATION:

RECEIVING PARTY DATA

Name:	Clearwater Tech, L.L.C.
Street Address:	850-E Capitolio Way
City:	San Luis Obispo
State/Country:	CALIFORNIA
Postal Code:	93401
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark	
Registration Number:	3695349	CLEARWATER TECH, LLC. OZONE SYSTEMS	
Registration Number:	3711546	EARTHSAFE TECHNOLOGY	
Registration Number:	3816349	ECO3TEX	
Serial Number:	85567951	PROOF OF DELIVERY	
Registration Number:	4874308	ACTIVTAPP	

CORRESPONDENCE DATA

Fax Number:

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.

Email: Andrew.Dupree@Quarles.com

Correspondent Name: Andrew C. Dupree

Address Line 1: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Andrew Dupree	
SIGNATURE:	/Andrew Dupree/
DATE SIGNED:	03/25/2019

Total Attachments: 3

source=Trademark Releases - Clearwater#page1.tif source=Trademark Releases - Clearwater#page2.tif

TRADEMARK REEL: 006599 FRAME: 0859

900491107

source=Trademark Releases - Clearwater#page3.tif

TRADEMARK REEL: 006599 FRAME: 0860

RELEASE OF TRADEMARK SECURITY INTERESTS

This RELEASE OF TRADEMARK SECURITY INTERESTS ("Release"), as of the date effected below, is granted by JOHNSON BANK, as administrative agent ("Assignee"), in favor of CLEARWATER TECH, L.L.C., a Delaware limited liability company with its principal place of business located at 850-E Capitolio Way, San Luis Obispo, California 93401 (the "Grantor").

WHEREAS, Grantor, AQUION, INC., a Delaware corporation, ("AQUION"), and Assignee executed a certain General Intangibles Security Agreement dated as of December 4, 2013 (the "General Intangibles Security Agreement"), and, with WATER INGENUITY HOLDINGS CORP., a Delaware corporation ("WATER INGENUITY"), a Security Agreement, dated as of December 4, 2013 (collectively, the "Security Agreements");

WHEREAS, on November 10, 2015, Procam Controls, Inc., a Texas corporation ("PROCAM"), joined the Security Agreements and on that same day the Exhibits to the General Intangibles Security Agreement were amended and restated;

WHEREAS, pursuant to the Security Agreements Grantor pledged and granted to Assignee a security interest in and to all of the right, title, and interest in and to the trademark application and registrations identified in Exhibit A hereto, the associated goodwill therein, together with all proceeds and benefits of the Trademarks (the "Trademark Collateral");

WHEREAS, a notice of security interest in trademarks was recorded with the United States Patent and Trademark Office for trademark Registration Nos. 3695349; 3711546; 3816349 and trademark application Serial No. 85567951 at Reel 5189, Frame 0204, on January 8, 2014; and

WHEREAS a notice of security interest in trademarks was recorded with the United States Patent and Trademark Office for trademark Registration No. 4874308 at Reel 5667, Frame 0574, on November 12, 2015; and

WHEREAS, the Grantor has requested that the Assignee enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title, and interest the Assignee may have had in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee states as follows:

<u>Release of Security Interest</u>. Assignee hereby terminates, without representation or warranty, the Security Agreements and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have in and to the Trademark Collateral and in and to all proceeds and benefits thereof.

IN WITNESS WHEREOF, Assignee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the effective date below.

TRADEMARK
REEL: 006599 FRAME: 0861

Dated: February 13, 2019	Johnson Bank By:
	Robert A. Nielsen, Senior Vice President
STATE OF WESCORS	COUNTY OF Milwaulcoe)
On the <u>A</u> day of February, 2019, the Robert A. Nielsen, Senior Vice President, of	foregoing instrument was acknowledged before me by Johnson Bank Notary Public
	REBECCA E BELL

[Signature page to Release of Trademark Security Interests]

TRADEMARK REEL: 006599 FRAME: 0862

Notary Public
State of Wisconsin

(Exp 4/16/2002)

$\underline{EXHIBIT\ A}$

Trademark	Reg. No./ Ser. No.	Reg. Date/ App. Filing Date	Goods/ Services
ACTIVTAPP	RN: 4874308 SN: 86635006	Registered: December 22, 2015 Filed: May 29, 2015	Class 11: Water filtration and purification units and replacement cartridges and filters therefor
ClearWater	RN: 3695349 SN: 77693287	Registered: October 13, 2009 Filed: March 17, 2009	Class 11: Ozone sanitizers for air and water
CLEARWATER TECH, LLC. OZONE SYSTEMS & Design			
Earli Safe	RN: 3711546 SN: 77694172	Registered: November 17, 2009 Filed: March 18, 2009	Class 11: Ozone sanitizers for air and water
EARTHSAFE TECHNOLOGY & Design			
Ecolex	RN: 3816349 SN: 77694143	Registered: July 13, 2010 Filed: March 18, 2009	Class 11: Water sanitizing apparatus using ozone sterilization for use in washing machines
ECO3TEX & Design			
PROOF PDELIVERY	RN: SN: 85567951	Filed: March 13, 2012	Class 11: Ozone sanitizers for air and water

RECORDED: 03/25/2019

TRADEMARK REEL: 006599 FRAME: 0863