900491468 03/27/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM516207

SUBMISSION TYPE: NATURE OF CONVEYANCE:	NEW ASSIGNME SECURITY INTE		MANAGEMENT AND
CONVEYING PARTY DATA	Limited Liab	oility Company	
Name	Formerly	Execution Date	Entity Type
New Aqua, LLC		02/28/2019	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	First Merchants Bank	
Street Address:	200 E JACKSON ST.	
City:	MUNCIE	
State/Country:	INDIANA	·
Postal Code:	47305-2814	
Entity Type:	Chartered Bank: INDIANA	

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark				
Registration Number:	4663868	ACHIEVE AQUALIBRIUM				
Registration Number:	5277437	CLEAR SOLUTIONS				
Registration Number:	5098863	ECOMAX				
Registration Number:	2805040	HELLENBRAND				
Registration Number:	3690159	HELLENBRAND · ENVIRONMENTALLY FRIENDLY ·				
Registration Number:	1682807	IRON CURTAIN				
Registration Number:	4022806	IRON CURTAIN				
Registration Number:	4022805	IRON CURTAIN JR				
Registration Number:	4022807	IRON CURTAIN JR				
Registration Number:	5210155	IRON LAZER				
Registration Number:	3693201	NATURALLY TASTEFULTASTEFULLY NATURAL				
Registration Number:	4796396	PROFICIENT H2O				
Registration Number:	2620858	PROMATE				
Registration Number:	5205623	STRIKER				
Registration Number:	4437365	SULFUR CURTAIN				
Registration Number:	4933899	WATER THAT WORKS				
Registration Number:	3696382	WHAT'S IN YOUR WATER?				

CORRESPONDENCE DATA

Fax Number: 3172369907

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: 3176358900

Email: ptodocket@bgdlegal.com

Correspondent Name: Brad R. Maurer

Address Line 1: 10 West Market Street Address Line 2: 2700 Market Tower

Address Line 4: Indianapolis, INDIANA 46204

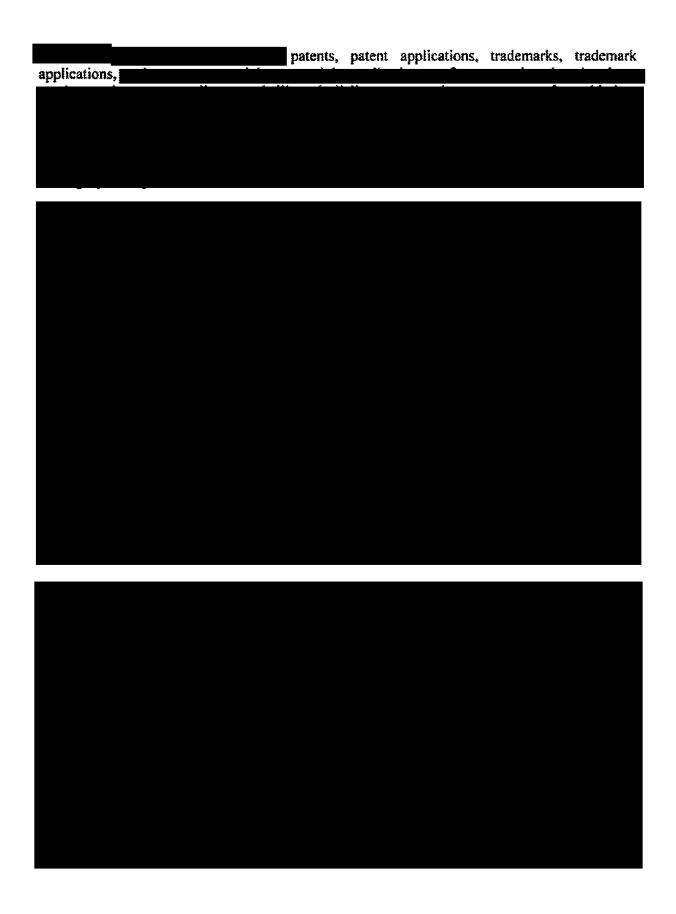
ATTORNEY DOCKET NUMBER:	612308.100058
NAME OF SUBMITTER:	Brad R. Maurer
SIGNATURE:	/Brad R. Maurer/
DATE SIGNED:	03/27/2019

Total Attachments: 12

source=Grant of Security Interest in Patents and Trademarks#page1.tif source=Grant of Security Interest in Patents and Trademarks#page2.tif source=Grant of Security Interest in Patents and Trademarks#page3.tif source=Grant of Security Interest in Patents and Trademarks#page4.tif source=Grant of Security Interest in Patents and Trademarks#page5.tif source=Grant of Security Interest in Patents and Trademarks#page6.tif source=Grant of Security Interest in Patents and Trademarks#page7.tif source=Grant of Security Interest in Patents and Trademarks#page8.tif source=Grant of Security Interest in Patents and Trademarks#page9.tif source=Grant of Security Interest in Patents and Trademarks#page10.tif source=Grant of Security Interest in Patents and Trademarks#page11.tif source=Grant of Security Interest in Patents and Trademarks#page11.tif source=Grant of Security Interest in Patents and Trademarks#page12.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of February 28, 2019, by NEW AQUA, LLC, an Indiana limited liability company ("Borrower"), in favor of FIRST MERCHANTS BANK, an Indiana bank ("Bank").
WHEREAS, Borrower wishes to grant security interests in favor of Bank as herein provided.
NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
2. Grant of Security Interest. Borrower hereby grants to Bank,
the following security interests in and so pledges and assigns to Bank the following properties, assets and rights of Borrower, wherever
located, whether now owned or hereafter acquired or arising, and all proceeds, products, substitutions and replacements thereof (all of the same being hereinafter called the "Collateral"):
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IN WITNESS WHEREOF, intending to be legally bound, each Borrower and Bank have caused this Security Agreement to be duly executed as of the date first above written.

"BORROWER"

NEW AQUA, LLC, an Indiana limited liability company

By: Alexander

John Ackerman, Manager

Accepted:

Accepted

"BANK"

13

FIRST MERCHANTS BANK, an Indiana bank

By: Anthony Kaufman, Vice President

19896300.2

IN WITNESS WHEREOF, intending to be legally bound, each Borrower and Bank have caused this Security Agreement to be duly executed as of the date first above written.

"BORROWER"
NEW AQUA, LLC, an Indiana limited liability company
By:
Accepted:
"BANK"
FIRST MERCHANTS BANK, an Indiana bank

19896300.2

GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

WHEREAS, New Aqua, LLC (the "Pledgor") is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of February ______, 2019, in which, among other things, the Pledgor has agreed with First Merchants Bank, as Bank (the "Bank"), with offices at 10333 North Meridian Street, Suite 350, Indianapolis, Indiana 46290, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Lender a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Lender under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

"PLEDGOR"

NEW AQUA: LLC

Name: John Ackerman

Title: Manager

19896382.1

Schedule A

PATENTS AND TRADEMARKS

Patents:

<u>File</u> <u>Number</u>	Title	Jurisdiction	Status	App. Numbe r	Date Filed	Patent Number	Grant Date
Hellwat-10	SYSTEMS, METHODS AND APPARATU S FOR AUTOMATI C WATER MANAGEM ENT OF WATER SOFTENER DISCHARGE WATER	US	Completed	61/288, 978	12/22/09	N/A	N/A
Hellwat-11	IMPROVED OXIDATION TANK CONTROL VALAVE ASSEMBLY AND SYSTEMS AND METHODS FOR REPLENSIHI NG A CHARGE OF OXYGENCO NTAINING GAS WITHIN AN OXIDATION TANK	US	Issued	12/237, 900	9/25/08	7,638,063	12/29/

Hellwat-12	METHOD OF WATER DISCHARGE MANAGEM ENT	US	Issued	12/976, 232	12/22/10	9,346,689	5/24/1 6
Hellwat-2	IRON FILTRATIO N SYSTEM	US	Issued	544,32 8	6/27/90	B1-50965	3/17/9
Hellwat- 25-56626	SYSTEM FOR AUTOMATIC WATER DISCHARGE MANAGEMEN T	US	Issued	14/963, 435	12/9/15	9,862,619	1/2/07
Hellwat-7	IRON REMOVAL CONTROL VALVE SYSTEM	US	Issued	10/091, 170	3/4/02	7,156,995	2/2/07
Hellwat-8	IMPROVED OXIDATION TANK CONTROL VALAVE ASSEMBLY AND SYSTEMS AND METHODS FOR REPLENSIHIN G A CHARGE OF OXYGENCONT AINING GAS WITHIN AN OXIDATION TANK	US	Issued	11/458, 279	7/18/06	7,491,321	2/17/0
	AIF	US	Issued	10/842, 104	5/10/04	7,300,569	11/27/ 07
	FAN BLADE DISTRIBUTOR	US	Issued	15/019, 968	2/9/16	10,138,13 6	11/27/ 18

Trademarks:

Mark	Jurisd	Status	<u>Date</u>	App.	Reg.	Reg.
	iction		Filed	Number	Date	Number
Achieve	US	Registered	6/27/14	86/322,757	12/30/14	4663868
Aqualibrium						
Clear Solutions	US	Registered	4/27/16	87/015,616	8/29/17	5277437
Ecomax	US	Registered	1/12/16	86/872,277	12/13/16	5098863
Hellenbrand and Two Wave Design	US	Registered	3/6/03	78/222,387	1/13/04	2805040
Hellenbrand Environmentally Friendly and Design	US	Registered	4/14/08	77/447,771	9/29/09	3690159
Iron Curtain	CA	Registered	9/30/14	1,696,552	1/25/16	TMA92692 I
Iron Curtain	US	Registered	8/31/90	74/093,963	4/14/92	1682807
Iron Curtain	US	Registered	2/16/11	85/243,766	9/6/11	4022806
Iron Curtain Jr	US	Registered	2/16/11	85/243,761	9/6/11	4022805
Iron Curtain Jr and Design	US	Registered	2/16/11	85/243,773	9/6/11	4022807
Iron Lazer	US	Registered	10/19/15	86/792,318	5/23/17	5210155
Naturally TastefulTastefull y Natural and Design	US	Registered	8/23/07	77/262,706	10/6/09	3693201
Proficient H2O	US	Registered	5/21/14	86/287,635	8/18/15	4796396
Promate	US	Registered	7/31/01	76/293,092	9/17/02	2620858
Striker	US	Registered	10/19/15	86/792,311	5/16/17	5205623
Sulfur Curtain	US	Registered	8/2/12	85/693,309	11/19/13	4437365
Water That Works	US	Registered	2/11/15	86/531,083	4/5/16	4933899
What's in Your Water	US	Registered	8/23/07	77/262,703	10/13/09	3696382

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Hellwat- 25-56626	SYSTEM FOR AUTOMATIC WATER DISCHARGE MANAGEMENT	US	Issued	14/963,435	12/9/15	9,862,619	1/2/07
Hellwat-7	IRON REMOVAL CONTROL VALVE SYSTEM	US	Issued	10/091,170	3/4/02	7,156,995	2/2/07
Hellwat-8	IMPROVED OXIDATION TANK CONTROL VALAVE ASSEMBLY AND SYSTEMS AND METHODS FOR REPLENSIHING A CHARGE OF OXYGENCONTA INING GAS WITHIN AN OXIDATION TANK	US	Issued	11/458,279	7/18/06	7,491,321	2/17/0 9
	AIF	US	Issued	10/842,104	5/10/04	7,300,569	11/27/ 07
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Trademarks:

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RECORDED: 03/27/2019