

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/02/2020	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Innovative Water Care, LLC		
Street Address:	90 Boroline Road		
City:	Allendale		
State/Country:	NEW JERSEY		
Postal Code:	07401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	0576127	CUTRINE	
Registration Number:	0961218	AQUASHADE	
Registration Number:	1016219	SEPTICTRINE	
Registration Number:	1011348	STOCKTRINE	
Registration Number:	1028388	WEEDTRINE	
Registration Number:	1256608	ALGIMYCIN	
Registration Number:	1822264	NAVIGATE	
Registration Number:	1822298	CUTRINE-PLUS	
Registration Number:	2073862	AQUASHADOW	
Registration Number:	2291413	CUTRINE ULTRA	
Registration Number:	2795368	AQUA-PREP	
Registration Number:	2743293	NUTRI-SORB	
Registration Number:	2638834		
Registration Number:	2846137	BLUE BAYOU	
Registration Number:	3143554	PHYCOMYCIN	
Registration Number:	3255257	SHORE-KLEAR	
Registration Number:	3494135	HARPOON	
Registration Number:	3701989	ALGI-CURE	
Registration Number:	3477451	SHOREKLEAR-PLUS	

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Property Type	Number	Word Mark
Registration Number:	3517527	BACTI-KLEAR
Registration Number:	3517627	HARVESTER
Registration Number:	3867852	NAVITROL
Registration Number:	3986517	AB BRAND AQUATIC ADJUVANT & NON-IONIC SU
Registration Number:	4390359	MARINE BIOCHEMISTS
Registration Number:	4685703	BLUE SPRINGS
Registration Number:	5503268	POND OASIS
Registration Number:	5556181	POND-KLEAR
Registration Number:	5376995	AMP
Registration Number:	1011352	AB
Registration Number:	1923170	APPLIED BIOCHEMISTS
Registration Number:	2012167	CLEARIGATE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 10/02/2020

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), dated as of October 2, 2020 (the “Effective Date”), is made by Bank of America, N.A., in its capacity as Collateral Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 28, 2019, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of March 22, 2019 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 26, 2019 at Reel/Frame 6600/0795;

WHEREAS, in reliance of the Grantor’s representations and warranties concerning the transactions referenced in that certain Confirmation of Partial Release dated as of the date hereof, the Agent has agreed to release, discharge, terminate and cancel its security interest in certain specified collateral;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Specified Collateral. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels its lien on and security interest in and to all of the Grantors’ right, title and interest in, to, and under all the following Collateral of the Grantor (the “Released Trademark Collateral”):

- (a) Marks of the Grantor listed on Schedule I attached hereto;
- (b) All goodwill associated with such Marks; and
- (c) All Proceeds of any and all of the foregoing (except any Proceeds from the sale of the Released Trademark Collateral pursuant to the transaction referenced in the Confirmation of Partial Release).

If and to the extent that the Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Limitation. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement. The Agent retains all security interests, liens, rights, titles and interests pledged and granted

to the Agent under the Security Agreement and the Trademark Security Agreement with respect to all such other collateral, and the Agent's security interest, liens, rights, titles and interests in such other collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

4. Authorization to File. The Agent hereby authorizes the Grantor (or its designee) to file this Release with the United States Patent and Trademark Office and any similar office or agency of any State within the United States.

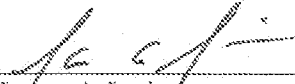
5. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

6. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Lenders**

By: 
Name: James A. Jonins
Title: Assistant Vice President

GRANTOR:

INNOVATIVE WATER CARE, LLC

By: _____
Name:
Title:

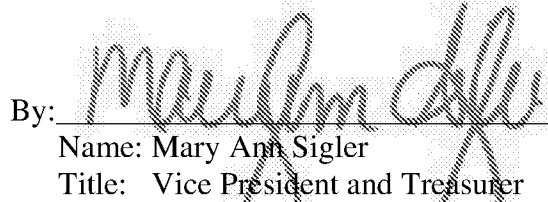
IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**BANK OF AMERICA, N.A., acting in its
capacity as Collateral Agent for the Lenders**

By: _____
Name:
Title:

GRANTOR:

INNOVATIVE WATER CARE, LLC

9 By:  _____
Name: Mary Ann Sigler
Title: Vice President and Treasurer

Released Trademark Collateral

MARK	US REG. NO.	REG. DATE.	OWNER
CUTRINE	0576127	06/16/1953	Innovative Water Care, LLC
AQUASHADE	0961218	06/19/1973	Innovative Water Care, LLC
SEPTICTRINE	1016219	07/22/1975	Innovative Water Care, LLC
STOCKTRINE	1011348	05/27/1975	Innovative Water Care, LLC
WEEDTRINE	1028388	12/30/1975	Innovative Water Care, LLC
ALGIMYCIN	1256608	11/08/1983	Innovative Water Care, LLC
NAVIGATE	1822264	02/22/1994	Innovative Water Care, LLC
CUTRINE-PLUS	1822298	02/22/1994	Innovative Water Care, LLC
AQUASHADOW	2073862	06/24/1997	Innovative Water Care, LLC
CUTRINE ULTRA	2291413	11/09/1999	Innovative Water Care, LLC
AQUA-PREP	2795368	12/16/2003	Innovative Water Care, LLC
NUTRI-SORB	2743293	07/29/2003	Innovative Water Care, LLC
POND CYCLE ARROWS (Design only)	2638834	10/22/2002	Innovative Water Care, LLC
BLUE BAYOU	2846137	05/25/2004	Innovative Water Care, LLC
PHYCOMYCIN	3143554	09/12/2006	Innovative Water Care, LLC
SHORE-KLEAR	3255257	06/26/2007	Innovative Water Care, LLC
HARPOON	3494135	08/26/2008	Innovative Water Care, LLC
ALGI-CURE	3701989	10/27/2009	Innovative Water Care, LLC
SHOREKLEAR-PLUS	3477451	07/29/2008	Innovative Water Care, LLC
BACTI-KLEAR	3517527	10/14/2008	Innovative Water Care, LLC
HARVESTER	3517627	10/14/2008	Innovative Water Care, LLC
NAVITROL	3867852	10/26/2010	Innovative Water Care, LLC
AB BRAND AQUATIC ADJUVANT & NON- IONIC SURFACTANT	3986517	06/28/2011	Innovative Water Care, LLC

WITH WATER DROP AND LEAF Design			
MARINE BIOCHEMISTS	4390359	08/27/2013	Innovative Water Care, LLC
BLUE SPRINGS	4685703	02/10/2015	Innovative Water Care, LLC
POND OASIS & Design	5503268	06/26/2018	Innovative Water Care, LLC
POND-KLEAR	5556181	09/04/2018	Innovative Water Care, LLC
AMP & Design	5376995	01/09/2018	Innovative Water Care, LLC
AB & Design	1011352	05/27/1975	Innovative Water Care, LLC
APPLIED BIOCHEMISTS	1923170	10/03/1995	Innovative Water Care, LLC
CLEARIGATE	2012167	10/29/1996	Innovative Water Care, LLC
APPLIED BIOCHEMISTS	5401888 (State Registration)	03/17/2004 (Florida)	Arch Chemicals, Inc.
MARINE BIOCHEMISTS	540090 (State Registration)	07/16/2003 (Wisconsin)	Arch Chemicals, Inc.
MARINE BIOCHEMISTS	105416 (State Registration)	05/16/2013 (Illinois)	Arch Chemicals, Inc.
MARINE BIOCHEMISTS	105417 (State Registration)	05/16/2013 (Illinois)	Arch Chemicals, Inc.
MARINE BIOCHEMISTS	105418 (State Registration)	05/16/2013 (Illinois)	Arch Chemicals, Inc.
MARINE BIOCHEMISTS	105419 (State Registration)	05/16/2013 (Illinois)	Arch Chemicals, Inc.
MARINE BIOCHEMISTS	105420 (State Registration)	05/16/2013 (Illinois)	Arch Chemicals, Inc.

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 2, 2020

- Assignment
- Security Agreement
- Other Partial Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Innovative Water Care, LLC

Street Address: 90 Boroline Road

City: Allendale

State: NJ

Country: USA Zip: 07401

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule I

B. Trademark Registration No.(s)
See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

October 2, 2020
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450