

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647757

| | | | |
|-----------------------------------|------------------------------------|--|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| First Merchants Bank | | 05/17/2021 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | New Aqua, LLC | | |
| Street Address: | 7785 E US Hwy 36 | | |
| City: | Avon | | |
| State/Country: | INDIANA | | |
| Postal Code: | 46123 | | |
| Entity Type: | Limited Liability Company: 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: | 5210155 | IRON LAZER | |
| Registration Number: | 3693201 | NATURALLY TASTEFUL...TASTEFULLY 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? | |
| Registration Number: | 4022807 | IRON CURTAIN JR | |
| CORRESPONDENCE DATA | | | |

OP \$440.00 4663868

Fax Number: 3175925415

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: 3172212875

Email: dilhara.gunaratna@icemiller.com

Correspondent Name: Dilhara Gunaratna

Address Line 1: One American Square

Address Line 2: Suite 2900

Address Line 4: Indianapolis, INDIANA 46282

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Dilhara Gunaratna |
|---------------------------|-------------------|

| | |
|-------------------|-----------------------|
| SIGNATURE: | /s/ Dilhara Gunaratna |
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| | |
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| DATE SIGNED: | 05/18/2021 |
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Total Attachments: 9

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS (this "Termination and Release") is made as of this 17th day of May, 2021, and filed pursuant to and in accordance with that certain payoff letter, dated as of May 17, 2021 and attached hereto as Exhibit A (the "Payoff Letter").

WHEREAS, pursuant to the Security Agreement dated as of February 28, 2019, made by the New Aqua, LLC ("Debtor") in favor of the First Merchants Bank (the "Secured Party" and such agreement, the "Security Agreement"), a lien on and security interest in certain Patents and Trademarks (as defined in the Security Agreement) was granted by Debtor to the Secured Party (the "Security Interest");

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office; and

WHEREAS, the Secured Party has been paid in full, the Security Agreement has terminated pursuant to the terms of the Payoff Letter, and the Secured Party has authorized the termination of the Security Interest in accordance with the Payoff Letter;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including the satisfaction of all obligations, indebtedness and liabilities secured by the Patents and Trademarks pursuant to the Security Agreement and upon the terms set forth in this Termination and Release, as authorized under the Payoff Letter:

1. Release of Security Interest. The Security Agreement is terminated in accordance with the Payoff Letter and the Security Interest is terminated, released and discharged and all right, title and interest in the Patents and Trademarks is reassigned to the person or persons legally entitled thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor hereby causes this Termination and Release to be executed by its authorized officer as of the date of this Termination and Release.

New Aqua, LLC

DocuSigned by:
By: Thomas B. O'Leary
3E3B55C93B754FF...

Name: Thomas O'Leary

Title: Chief Financial Officer

EXHIBIT A
PAYOFF LETTER

[see attached]



First Merchants Bank

10333 N MERIDIAN ST | STE 350 | INDIANAPOLIS, IN 46290
PHONE: 317.844.2980 | FAX: 317.844.2985

May 12, 2021

New Aqua LLC
7785 E. U.S. Highway 36
Avon, IN 46123
Attn: John Ackerman

Mr. Ackerman:

Reference is made to that certain (a) Term Loan Promissory Note, dated February 28, 2019, granted by New Aqua, LLC (the "Company") in favor of First Merchants Bank ("Lender" and such loan the "Term Loan") and (b) Revolving Line of Credit Promissory Note, dated February 28, 2019, granted by the Company in favor of Lender (the "Revolver"), each of (a) and (b) issued pursuant to that certain Credit Agreement, dated February 28, 2019, by and between the Company and Lender, (the "Credit Agreement") as secured by that certain Security Agreement, dated February 28, 2019, by and between the Company and Lender (the "Security Agreement", and collectively with the Term Loan, the Revolver and the Credit Agreement the "Loan Documents").

The Company has advised Lender that the Company intends to repay in full the indebtedness and other obligations of the Company to the Lender under the Loan Documents on or about May 17, 2021.

Lender hereby confirms that, upon Lender's receipt from the Company of the aggregate amount of (i) \$5,096,441.72 plus, for each day after May 17, 2021, a per diem amount equal to \$298.446622234 in satisfaction of the Term Loan and (ii) \$5,782,106.73 plus, for each day after May 17, 2021, a per diem amount equal to \$338.650784346 in satisfaction of the Revolver, in each case, rounded up to the nearest \$.01 cent, in immediately available funds in accordance with the respective wire transfer instructions set forth on Exhibit A, (a) all indebtedness, liabilities and obligations of any kind, whether fixed or contingent, of the Company owing to Lender under the Loan Documents and all amounts due thereunder shall be satisfied and paid in full, (b) the commitments of Lender and the Company under the Loan Documents shall be terminated, (c) the Loan Documents and all agreements, documents, guarantees or instruments related thereto shall be automatically terminated and of no further force or effect without any further liability to the Company or any of its affiliates, (d) the Lender shall execute such other documents and instruments and take such other actions as the Company shall reasonably request to evidence the satisfaction of the Company's obligations to the Lender and (e) any and all security interests and liens on collateral securing the Loan Documents shall be automatically terminated, discharged and released in full, and Lender expressly permits the Company's counsel, Ice Miller LLP as well as Barnes & Thornburg LLP (as counsel for the purchaser of the Company upon the payoff of the Loan Documents) to file any UCC termination statements and any terminations of intellectual property security interests so required to effect such terminations.¹

¹ Note to IM: Please provide drafts of the UCC-3 and IP Security Agreement termination once available.



First Merchants Bank

10333 N. MERIDIAN ST. STE. 350 INDIANAPOLIS, IN 46290
PHONE: 317.844.2980 | FAX: 317.844.2985

The foregoing payoff amounts (including each per diem amount listed above) are valid through May [21]², 2021.

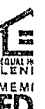
This letter shall be governed by, and construed in accordance with, the laws of the State of Indiana, notwithstanding its conflicts of laws rules.

Delivery of a copy of this Letter bearing a signature by facsimile, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as physical delivery of the paper document bearing the original signature.

This Letter is intended by the parties as the final expression of their agreement regarding the subject matter hereof and as a complete and exclusive statement of the terms and conditions of such agreement.

[Signature Page Follows]

² Note to First Merchants: Please confirm how long the per diem amounts are good for.





First Merchants Bank

10333 N MERIDIAN ST STE 350 INDIANAPOLIS, IN 46290
PHONE: 317.844.2980 FAX: 317.844.2985

Very truly yours,

FIRST MERCHANTS BANK

By: *Tony Kay*
Name: TONY KANE MAN
Title: VP

Signature Page to Payoff Letter
FIRST MERCHANTS BANK

4840-0428-6696.3

WWW.FIRSTMERCHANTS.COM



TRADEMARK
REEL: 007297 FRAME: 0554

EXHIBIT B**PATENTS AND TRADEMARKS**

| Patents | File Number | Title | Status | App Number | Date Filed | Patent Number | Grant Date |
|----------------|--------------------|---|---------------|-------------------|-------------------|----------------------|-------------------|
| | Hellwat - 10 | Systems, Methods and Apparatus for Automatic Water Management of Water Softener Discharge Water | Completed | 61/288,978 | 12/22/2009 | N/A | N/A |
| | Hellwat - 11 | Improved Oxidation Tank Control Valve Assembly and Systems and Methods for replenishing a Charge of Oxygen Containing Gas Within an Oxygen Tank | Issued | 12/237,900 | 9/25/2008 | 7,638,063 | 12/29/2009 |
| | Hellwat - 12 | Method of Water Discharge Management | Issued | 12/976,232 | 12/22/2010 | 9,346,689 | 5/24/2016 |

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|-------------------------------|--|---------------|-------------------|-------------------|------------------|--------------------|
| Hellwat - 2 | Iron Filtration System | Issued | 544,328 | 6/27/1990 | BI-50965 | 3/17/1992 |
| Hellwat - 2.5-56626 | System for Automatic Water Discharge Management | Issued | 14/963,435 | 12/9/2015 | 9,862,619 | 1/2/2007 |
| Hellwat - 7 | Iron Removal Control System | Issued | 10/091,170 | 3/4/2002 | 7,156,995 | 2/2/2007 |
| Hellwat - 8 | Improved Oxidation Tank Control Valve Assembly and Systems and Methods for replenishing a Charge of Oxygen Containing Gas Within an Oxidation Tank | Issued | 11/458,279 | 7/18/2006 | 7,491,321 | 2/17/2009 |
| | AIF | Issued | 10/842,104 | 5/10/2004 | 7,300,569 | 11/27/2007 |
| | Fan Blade Distributor | Issued | 15/019,968 | 2/9/2016 | 10,138,136 | 11/27/2018 |
| Trademarks | | | | | | |
| Mark | Jurisdiction | Status | Date Filed | App Number | Reg. Date | Reg. Number |
| Achieve Equilibrium | US | Registered | 6/27/2014 | 86/322,757 | 12/30/2014 | 4663868 |
| Clear Solutions | US | Registered | 4/27/2016 | 87/015,616 | 8/29/2017 | 5277437 |
| Ecomax | US | Registered | 1/12/2016 | 86/872,277 | 12/13/2016 | 5098863 |
| Hellenbrand and 2 Wave Design | US | Registered | 3/6/2003 | 78/222,387 | 1/13/2004 | 2805040 |
| HB Env. Friendly and Design | US | Registered | 4/14/2008 | 77/447,771 | 9/29/2009 | 3690159 |

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|--------------------------------|----|------------|------------|------------|------------|-----------|
| Iron Curtain | CA | Registered | 9/30/2014 | 1,696,552 | 1/25/2016 | TMA926921 |
| Iron Curtain | US | Registered | 8/31/1990 | 74/093,963 | 4/14/1992 | 1682807 |
| Iron Curtain | US | Registered | 2/16/2011 | 85/243,766 | 9/6/2011 | 4022806 |
| Iron Curtain JR | US | Registered | 2/16/2011 | 85/243,761 | 9/6/2011 | 4022805 |
| Iron Curtain JR and Design | US | Registered | 2/16/2011 | 85/243,773 | 9/6/2011 | 4022807 |
| Iron Lazer | US | Registered | 10/19/2015 | 86/792,318 | 5/23/2017 | 5210155 |
| Naturally Tasteiful and Design | US | Registered | 8/23/2007 | 77/262,706 | 10/6/2009 | 3693201 |
| Proficient H2O | US | Registered | 5/21/2014 | 86/287,635 | 8/18/2015 | 4796396 |
| Promate | US | Registered | 7/31/2001 | 76/293,092 | 9/17/2002 | 2620858 |
| Striker | US | Registered | 10/19/2015 | 86/792,311 | 5/16/2017 | 5205623 |
| Sulfur Curtain | US | Registered | 8/2/2012 | 85/693,309 | 11/19/2013 | 4437365 |
| Water That Works | US | Registered | 2/11/2015 | 85/531,083 | 4/5/2016 | 4933899 |
| What's In Your Water | US | Registered | 8/23/2007 | 77/262,703 | 10/13/2009 | 3696382 |