

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI125211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triton Water Holdings, Inc.		03/21/2024	Corporation: DELAWARE
Nestle Waters North America Inc.	FORMERLY Great Spring Waters of America, Inc.	03/21/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Bank of America, N.A.		
Street Address:	185 Asylum Street		
Internal Address:	35th Floor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98240685	THE REWARDS DROP	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Andrew Charpentier Esq.		
Address Line 1:	1 New York Plaza		
Address Line 2:	27th Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	014579-00120		
NAME OF SUBMITTER:	KATELYN JAMES		
SIGNATURE:	KATELYN JAMES		
DATE SIGNED:	03/27/2024		
Total Attachments: 5			
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ABL TRADEMARK SECURITY AGREEMENT

This ABL TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this "**Trademark Security Agreement**"), dated as of March 21, 2024, is made by Triton Water Holdings, Inc., a Delaware corporation, and Nestle Waters North America Inc. (formerly known as Great Spring Waters of America, Inc.), a Delaware corporation (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to that certain ABL Security Agreement, dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the USPTO.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of such Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the "**Trademark Collateral**"); *provided that* "**Trademark Collateral**" shall not include and the Security Interest shall not attach to any Excluded Asset as provided for in the Security Agreement, including any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "**Statement of Use**" pursuant to Section 1(d) of the Lanham Act or an "**Amendment to Allege Use**" pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the USPTO.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

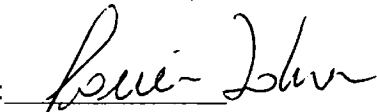
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

BlueTriton Brands, Inc.

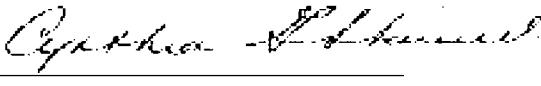
By: 

Name/ Javier Idrovo

Title/ Executive Vice President, Chief Financial Officer

Accepted and Agreed:

Bank of America, N.A., as Collateral Agent

By: 

Name: Cynthia G Stannard
Title: Sr Vice President

[SIGNATURE PAGE TO ABL TRADEMARK AGREEMENT SUPPLEMENT]

TRADEMARK
REEL: 008397 FRAME: 0006

SCHEDULE A

TRADEMARKS:

Trademark	App No.	Filing Date	Reg. No.	Reg. Date	Owner
THE REWARDS DROP	98240685	October 25, 2023			BlueTriton Brands, Inc.