

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABSOPURE WATER COMPANY LLC		10/29/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	One Woodward Avenue		
Internal Address:	Suite 2600		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	4901954	ABSOPURE+	
Registration Number:	4901953	ABSOPURE	
Serial Number:	86648951	HEALTHY BUBBLES	
Serial Number:	85078344	SUSTAIN	
Registration Number:	4411633	PACKABLES	
Registration Number:	4335509	CRAVESTATION	
Registration Number:	4614066	FIBER2O	
Registration Number:	3032848	PINE VALLEY	
Registration Number:	3032847	PINE VALLEY	
Registration Number:	2980196	FRIDGE BOX	
Registration Number:	2842922	ABSOPURE THE HYDRATION DRINK	
Registration Number:	3046750	FRIDGE BOX	
Registration Number:	4444050	NATURE'S2O	
Registration Number:	4396444	ECO CLEAR	
Registration Number:	4495055	NATURAL2O	
Registration Number:	4396443	ECO NATURALE	
Registration Number:	4478344	EV20 WATER HAS EVOLVED	
Registration Number:	4246214	LUV2O	
TRADEMARK			

CH \$1365.00 4901954

Property Type	Number	Word Mark
Registration Number:	4505532	HEART20
Registration Number:	4440448	ECO20
Registration Number:	4392544	CLEANFRESH
Registration Number:	3392306	VIGOR
Registration Number:	3890378	ECO-PAK
Registration Number:	2976892	HYDRATION TO GO
Registration Number:	2971243	ABSOPURE FOR LIFE
Registration Number:	2967531	HYDRATION FOR LIFE
Registration Number:	2642346	
Registration Number:	3042112	BUBBLING SPRINGS
Registration Number:	2797982	HYDRATION PACK
Registration Number:	2402561	SHORT SPORT
Registration Number:	2133224	COOL MIST
Registration Number:	2240756	ABSOPURE
Registration Number:	2221821	ABSOPURE
Registration Number:	2843300	HYDRATION STATION
Registration Number:	2455583	ARCTIC BREEZE
Registration Number:	2022709	SILVER SPRINGS
Registration Number:	2186133	THE CLEAN DRINK COMPANY
Registration Number:	1897453	ABSOCLEAR
Registration Number:	1882044	ABSOCLEAR
Registration Number:	1880920	ABSOCLEAR
Registration Number:	1686634	PINE VALLEY
Registration Number:	1694723	PINE VALLEY
Registration Number:	1687294	MERCI
Registration Number:	1894679	PARENTS' PRIDE
Registration Number:	1705942	THE HYDRATION DRINK
Registration Number:	1648288	ABSOPURE THE CLEAN DRINK
Registration Number:	1693437	FOR THE ONES YOU LOVE
Registration Number:	1442371	CRYSTILLED
Registration Number:	1550431	THE THINK DRINK
Registration Number:	1343103	CAP 10
Registration Number:	1301998	MONTREAUX
Registration Number:	1488017	A
Registration Number:	1359561	PLUS-8
Registration Number:	0636021	ABSOPURE

CORRESPONDENCE DATA

**TRADEMARK
REEL: 006489 FRAME: 0065**

Fax Number: 2483583351

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: 248-358-4400

Email: dbailey@brookskushman.com

Correspondent Name: Elizabeth F. Janda

Address Line 1: 1000 Town Center, 22nd Floor

Address Line 4: Southfield, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:	SEY0205A
NAME OF SUBMITTER:	Elizabeth F. Janda
SIGNATURE:	/elizabeth f janda/
DATE SIGNED:	11/27/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Agreement”) dated October 29, 2018 (the “Effective Date”) is given by ABSOPURE WATER COMPANY LLC, a Michigan limited liability company (“Grantor”), whose address is 8835 General Dr., Plymouth, Michigan 48170 in favor of FIFTH THIRD BANK, an Ohio banking corporation (“Bank”), whose address is One Woodward Avenue, Suite 2600, Detroit, Michigan.

WHEREAS, Grantor has entered into that certain Business Loan Agreement dated as of October 29, 2018 with Bank (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), and concurrently therewith that certain Security Agreement of even date therewith (the “Security Agreement”);

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and liabilities from time to time owing under and pursuant to the Loan Agreement and the other Loan Documents; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees, for the benefit of Bank, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

2. **Grant of Security Interest.** Grantor hereby grants to Bank a continuing security interest in all of Grantor’s right, title and interest throughout the world, whether now or hereafter existing or acquired by Grantor, in and to the following (“Trademark Collateral”):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as “Trademarks”), including those Trademarks referred to in Exhibit A;

(b) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a);

(c) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) or for any injury to the goodwill associated with the use of any such Trademark; and

(d) all proceeds of, and rights associated with, the foregoing (including proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

3. **Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Bank in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Bank for its benefit under the Loan Agreement. The Loan Agreement (and all rights and remedies of Bank thereunder) shall remain in full force and effect in accordance with its terms.

4. **Acknowledgement.** Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Notwithstanding any of the foregoing, nothing in this Agreement or the Loan Documents shall be deemed to require Grantor to use or maintain any Trademarks that it reasonably determines are no longer useful or necessary for the conduct of its business in the ordinary course. Grantor may elect to abandon, allow any applicable registration to lapse, or take similar action (or inaction) in its reasonable discretion with respect to any such Trademarks.

5. **Loan Document.** This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

6. **Governing Law.** **THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAW RELATING TO NATIONAL BANKS).**

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page of any this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.


8. **Entire Agreement.** **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.**

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

ABSOPURE WATER COMPANY LLC,
a Michigan limited liability company

By: 
William P. Young
Its: Manager

BANK:

FIFTH THIRD BANK, an Ohio banking corporation

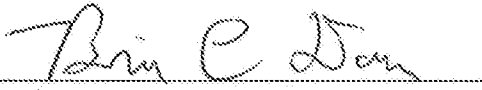

By: 
Brian Downs
Its: Vice President

EXHIBIT A

Trademarks

US Trademarks:

Mark	Serial No.	Registration No.
ABSOPURE+	86701485	
ABSOPURE	86701461	
HEALTHY BUBBLES	86648951	
SUSTAIN	85078344	
PACKABLES	85495711	4411633
CRAVESTATION	85368218	4335509
FIBER20	85215951	4614066
PINE VALLEY	78286448	3032848
PINE VALLEY	78286447	3032847
FRIDGE BOX	78219764	3046750
FRIDGE BOX	78214483	2980196
ABSOPURE THE HYDRATION DRINK	78175589	2842922
NATURE'S2O	77875578	4444050
NATURAL2O	77875553	4495055
ECO CLEAR	77875507	4396444
ECO NATURALE	77875488	4396443
EV2O WATER HAS EVOLVED	77813512	4478344
LUV2O	77557895	4246214
HEART2O	77557692	4505532
ECO2O	77867238	4440448
CLEANFRESH	77867193	4392544

VIGOR	76654030	3392306
ECO-PAK	76685100	3890378
HYDRATION TO GO	76385708	2976892
ABSOPURE FOR LIFE	76343921	2971243
HYDRATION FOR LIFE	76343117	2967531
	76292827	2642346
BUBBLING SPRINGS	76078022	3042112
HYDRATION PACK	75557397	2797982
SHORT SPORT	75532796	2402561
COOL MIST	75089640	2133224
ABSOPURE	75461753	2240756
ABSOPURE	75464169	2221821
HYDRATION STATION	75442768	2843300
ARCTIC BREEZE	75089661	2455583
SILVER SPRINGS	74231833	2022709
THE CLEAN DRINK COMPANY	74621255	2186133
ABSOCLEAR	74496259	1897453
ABSOCLEAR	74496258	1882044
ABSOCLEAR	74496257	1880920
PINE VALLEY	74083923	1686634
PINE VALLEY	74083922	1694723
MERCI	74015596	1687294
PARENTS' PRIDE	74268771	1894679

THE HYDRATION DRINK	74069966	1705942
ABSOPURE THE CLEAN DRINK	74054778	1648288
FOR THE ONES YOU LOVE	74053950	1693437
CRYSTILLED	73629442	1442371
THE THINK DRINK	73715515	1550431
CAP 10	73321754	1343103
MONTREAUX	73401562	1301998
A	73647918	1488017
PLUS-8	73475580	1359561
ABSOPURE	72000720	0636021

Michigan Trademarks:

Mark	Number
COFFEE BREW	M52006
CRYSTILLED	M70007