

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Glacier Water Services, Inc.		09/02/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	City National Bank		
<b>Street Address:</b>	555 South Flower Street, 16th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2845030	WATER ISLAND	
<b>Registration Number:</b>	2396827	GLACIER WATER	
<b>Registration Number:</b>	2418586		
<b>Registration Number:</b>	2891711	GLACIER WATER REFRESHING WATER CRISP GREAT TASTING	
<b>Registration Number:</b>	2891712	GLACIER WATER	
<b>Registration Number:</b>	1717871	PURE FILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)739-3001		
<b>Phone:</b>	202-739-3000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	1111 Pennsylvania Ave, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

**CH \$165.00 2845030**

ATTORNEY DOCKET NUMBER:	018450-0047
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jennifer c evans/
Date:	10/14/2011
Total Attachments: 9 source=Glacier Recordation#page1.tif source=Glacier Recordation#page2.tif source=Glacier Recordation#page3.tif source=Glacier Recordation#page4.tif source=Glacier Recordation#page5.tif source=Glacier Recordation#page6.tif source=Glacier Recordation#page7.tif source=Glacier Recordation#page8.tif source=Glacier Recordation#page9.tif	

October 12, 2011

PTAS

MORGAN, LEWIS & BOCKIUS LLP  
1111 PENNSYLVANIA AVENUE, NW  
WASHINGTON, DC 20004

**900202708**

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. unknown can not be used for the receiving party citizenship. for national banking association usa can be used as the citizenship/ or tell us the location of the nbc.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) within 30 days from the date of this notice as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

TONYA LEE  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

**TRADEMARK**  
**REEL: 004641 FRAME: 0811**

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Glacier Water Services, Inc.		09/02/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

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<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNKNOWN

**PROPERTY NUMBERS Total: 6**

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**CORRESPONDENCE DATA**

Fax Number:	(202)739-3001
Phone:	202-739-3000

Email: jennifer.evans@morganlewis.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	018450-0047
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NAME OF SUBMITTER:	Jennifer C. Evans
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Signature:	/jennifer c evans/
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Date:	09/22/2011
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**Total Attachments: 6**

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**RECEIPT INFORMATION**

ETAS ID: TM214265

Receipt Date: 09/22/2011

Fee Amount: \$165

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of September 2, 2011, by GLACIER WATER SERVICES, INC., a Delaware corporation ("Grantor"), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (as defined below) (in such capacity, and together with any successor administrative agent hereunder, the "Grantee"):

### WITNESSETH

WHEREAS, GW Services, Inc., a California corporation ("Borrower"), Grantee, City National Bank, as letter of credit issuer (in its capacity as such, and together with any successor letter of credit issuer hereunder, the "L/C Issuer"), and the lenders party thereto from time to time (the "Lenders") (the Lenders, Administrative Agent, the L/C Issuer and certain other Persons parties to Related Swap Contracts (collectively, the "Secured Parties")) are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders and the L/C Issuer; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Borrower, Grantor, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

**[Signature page follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GLACIER WATER SERVICES, INC.**

By: Brian McInerney  
Name: Brian McInerney  
Title: President and Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**CITY NATIONAL BANK,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: Garen Papazyan  
Title: Vice President



STATE OF California

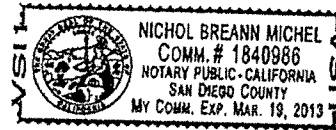
COUNTY OF San Diego

On September 01, 2011, before me, Nichol Breann Michel, Notary Public, personally appeared Brian H. McInerney who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/~~her~~/~~their~~ authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nichol Breann Michel [SEAL]



IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GLACIER WATER SERVICES, INC.**

By: \_\_\_\_\_  
Name: Brian McInerney  
Title: President and Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**CITY NATIONAL BANK,**  
as Administrative Agent

By: Garen Papazyan  
Name: Garen Papazyan  
Title: Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
WATER ISLAND	2,845,030	5/25/2010
Glacier Water and Design	2,396,827	10/24/00
Penguin Design	2,418,586	1/9/01
Vending Machine Face (front)	2,891,711	10/05/04
Vending Machine Face (side)	2,891,712	10/05/04
PURE FILL	1,717,871	9/22/02

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
NA		