

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMO WATER CORPORATION		06/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Collateral Agent		
Street Address:	1075 Peachtree Street, Suite 3600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4284674	PRIMO FLAVORSTATION	
Registration Number:	3160767	PRIMO	
Registration Number:	3166619	PRIMO	
Registration Number:	3155263		
Registration Number:	3137295	PRIMO	
Registration Number:	3152294		
Registration Number:	3463170	TASTE PERFECTION	
Registration Number:	3468664	TASTE PERFECTION PRIMO	
Registration Number:	3468669	TASTE PERFECTION	
Registration Number:	3468670	TASTE PERFECTION PRIMO	
Registration Number:	4071635	PRIMO	
Registration Number:	3965811	PRIMO	
Registration Number:	4071634	PRIMO	
Registration Number:	3966107	PRIMO	
Registration Number:	3965810		
Registration Number:	3175412		
Serial Number:	86300321	KISSLA	

CORRESPONDENCE DATA

900293091

TRADEMARK
REEL: 005308 FRAME: 0644

CH \$440.00 4284674

Fax Number: 4045725135

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: 404-572-3493

Email: kosborne@kslaw.com

Correspondent Name: Karen Osborne, Senior Paralegal

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	02176.015140
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NAME OF SUBMITTER:	Karen Osborne
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SIGNATURE:	//Karen Osborne//
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DATE SIGNED:	06/24/2014
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK
APPLICATIONS)

June 20, 2014

WHEREAS, PRIMO WATER CORPORATION, a Delaware corporation ("Parent") and PRIMO PRODUCTS, LLC, a North Carolina limited liability company ("Products") (Parent and Products collectively herein called "Grantor") owns certain Trademarks (as defined below); and

WHEREAS, Parent, Products, PRIMO DIRECT, LLC, a North Carolina limited liability company ("Direct"), PRIMO REFILL, LLC, a North Carolina limited liability company ("Refill"), PRIMO ICE, LLC, a North Carolina limited liability company ("ICE"), and PRIMO REFILL CANADA CORPORATION, a British Columbia, Canada corporation ("Primo Canada"; and together with Parent, Products, Direct, Refill and ICE, each a "Company" and collectively, the "Companies"), each purchaser party thereto from time to time and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as collateral agent (the "Grantee"), have entered into a Note Purchase Agreement, dated as of June 20, 2014 (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Note Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of June 20, 2014 made by Grantor and certain affiliates of Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee for the benefit of the Secured Parties a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Obligations (as such term is defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the

period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark..

As used herein:

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Note Purchase Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

PRIMO WATER CORPORATION

By: Mark Castaneda
Name: Mark Castaneda
Title: Chief Financial Officer

PRIMO PRODUCTS, LLC

By: Mark Castaneda
Name: Mark Castaneda
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Acknowledged:

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,
as the Grantee

By: Billy Greer *W*
Name: Billy B. Greer
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005308 FRAME: 0649

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

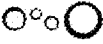


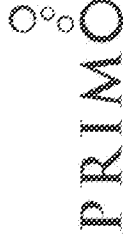
TRADEMARK REGISTRATIONS AND APPLICATIONS TRADEMARK REGISTRATIONS AND APPLICATIONS

FEDERAL TRADEMARK REGISTRATION – PRIMO WATER CORPORATION						
MARK	COUNTRY/ STATE	APPLICATION/ SERIAL NUMBERS & FILING DATES	REGISTRATION NUMBER & DATE	STATUS	OWNER/ASSIGNMENT INFORMATION	
PRIMO FLAVORSTATION	United States	85377246 07/21/2011	4284674 02/05/2013	Registered/Live	Owner: Primo Water Corporation	
PRIMO	United States	78/618,079 04/27/2005	3,160,767 10/17/2006	Registered/Live	Owner: Primo Water Corporation	
	United States	78/631,559 05/17/2005	3,166,619 10/31/2006	Registered/Live	Owner: Primo Water Corporation	
	United States	78/684,824 08/03/2005	3,155,263 10/10/2006	Registered/Live	Owner: Primo Water Corporation	
PRIMO	United States	78/977,122 04/27/2005	3,137,295 08/29/2006	Registered/Live	Owner: Primo Water Corporation	

TRADEMARK




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FEDERAL TRADEMARK REGISTRATION – PRIMO WATER CORPORATION

MARK	COUNTRY/ STATE	APPLICATION/ SERIAL NUMBERS & FILING DATES	REGISTRATION NUMBER & DATE	STATUS	OWNER/ASSIGNMENT INFORMATION
	United States	78/977,311 05/16/2005	3,152,294 10/03/2006	Registered/Live	Owner: Primo Water Corporation
TASTE PERFECTION	United States	77/081,169 01/11/2007	3,463,170 07/08/2008	Registered/Live	Owner: Primo Water Corporation
	United States	77/081,242 01/11/2007	3,468,664 07/15/2008	Registered/Live	Owner: Primo Water Corporation
TASTE PERFECTION	United States	77/082,459 01/12/2007	3,468,669 07/15/2008	Registered/Live	Owner: Primo Water Corporation
	United States	77/082,463 01/12/2007	3,468,670 07/15/2008	Registered/Live	Owner: Primo Water Corporation
PRIMO	United States	85/135,959 09/22/2010	4,071,635 12/13/2011	Registered/Live	Owner: Primo Water Corporation
PRIMO	United States	85/135,937 09/22/2010	3,965,811 05/24/2011	Registered/Live	Owner: Primo Water Corporation
	United States	85/135,950 09/22/2010	4,071,634 12/13/2011	Registered/Live	Owner: Primo Water Corporation

TRADEMARK

FEDERAL TRADEMARK REGISTRATION – PRIMO WATER CORPORATION

MARK	COUNTRY/ STATE	APPLICATION/ SERIAL NUMBERS & FILING DATES	REGISTRATION NUMBER & DATE	STATUS	OWNER/ASSIGNMENT INFORMATION
	United States	85/139,322 09/27/2010	3,966,107 05/24/2011	Registered/Live	Owner: Primo Water Corporation
	United States	85/135,929 09/22/2010	3,965,810 05/24/2011	Registered/Live	Owner: Primo Water Corporation
	United States	78/630,710 05/16/2005	3,175,412 11/21/2006	Registered/Live	Owner: Primo Water Corporation
KISSLA	United States	86300321 6/04/14		Live	Owner: Primo Water Corporation