

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMVEST CAPITAL II, L.P.		07/07/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	PRIMO WATER CORPORATION		
Street Address:	104 Cambridge Plaza Drive		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27104		
Entity Type:	CORPORATION: DELAWARE		
Name:	PRIMO PRODUCTS, LLC		
Street Address:	104 Cambridge Plaza Drive		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27104		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3966107	PRIMO	
Registration Number:	4071635	PRIMO	
Registration Number:	4071634	PRIMO	
Registration Number:	3965811	PRIMO	
Registration Number:	3965810		
Registration Number:	3152294		
Registration Number:	3155263		
Registration Number:	3166619	PRIMO	
Registration Number:	3175412		
Registration Number:	3160767	PRIMO	
Registration Number:	3468670	TASTE PERFECTION PRIMO	
Registration Number:	3468669	TASTE PERFECTION	
Registration Number:	3468664	TASTE PERFECTION PRIMO	
TRADEMARK			

CH \$440.00 3966107

Property Type	Number	Word Mark
Registration Number:	3463170	TASTE PERFECTION
Registration Number:	4284674	PRIMO FLAVORSTATION
Registration Number:	3667300	OMNI FRIO BEVERAGE CREATIONS
Registration Number:	3137295	PRIMO

CORRESPONDENCE DATA

Fax Number: 7043533148

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: 704-331-7448

Email: amanda.bryan@klgates.com

Correspondent Name: K&L Gates LLP

Address Line 1: 214 North Tryon Street, 47th Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2930219.00152
NAME OF SUBMITTER:	Amanda K. Bryan
SIGNATURE:	/Amanda K. Bryan/
DATE SIGNED:	07/07/2014

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of July 7, 2014, by Comvest Capital II, L.P. ("Pledgee") in favor of Primo Water Corporation and Primo Products, LLC ("Pledgors").

WITNESSETH:

WHEREAS, pursuant to those certain Trademark Collateral Assignment and Security Agreements each dated as of April 30, 2012, by and between the applicable Pledgor and Pledgee (the "Security Agreements") recorded on May 1, 2012, on Reel No. 004768, Frames 0102 and 0136 in the United States Patent and Trademark Office, Pledgors granted a security interest in certain trademarks in favor of Pledgee to secure certain obligations owing from Pledgors to Pledgee under the Credit and Security Agreement, dated as of April 30, 2012 among Pledgors, certain affiliates of Pledgors, and Comvest Capital II, L.P. (as amended, modified, supplemented, extended, renewed, restated or replaced) (the "Credit Agreement") and the Other Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain letter dated as of June 20, 2014, (the "Payoff Letter") from Pledgee to Pledgors, the Obligations under the Credit Agreement have terminated and the Liens created with respect to the Collateral have been released and discharged as of the Payoff Date (such terms as defined in the Payoff Letter);

WHEREAS, Pledgors have requested that Pledgee (i) terminate and release the liens and interests of Pledgee in (a) certain of Pledgors' trademarks as set forth in **Exhibit A** attached hereto (collectively, the "Trademarks"), (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and (c) all proceeds of the foregoing, including, without limitation, any claim by Pledgors against third parties for past, present, future (x) infringement or dilution of any Trademark or Trademark licensed under any trademark license or (y) injury to the goodwill associated with any Trademark or any Trademark licensed under any trademark license, and (ii) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office and other appropriate offices; and

WHEREAS, Pledgee has agreed to such release and termination.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgee hereby releases and terminates its security interests in the Trademarks, and reassigns to Pledgors, as applicable, all right, title and interest of Pledgee in and to the Trademarks.

[signatures appear on the following page]

IN WITNESS WHEREOF, Pledgee has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COMVEST CAPITAL II, L.P.,
as Pledgee

By: ComVest Capital II Partners, L.P., its
General Partner

By: ComVest Capital II Partners UGP, LLC, its
General Partner

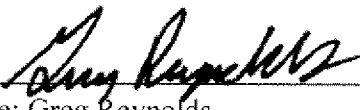
By: 
Name: Greg Reynolds
Title: Managing Director

EXHIBIT A
TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PRIMO and Design	3966107	5/24/11
PRIMO	4071635	12/13/11
PRIMO and Design	4071634	12/13/11
PRIMO	3965811	5/24/11
Design only	3965810	5/24/11
Design only	3152294	10/3/06
PRIMO	3137295	8/29/06
Design only	3155263	10/10/06
PRIMO and Design	3166619	10/31/06
Design only	3175412	11/21/06
PRIMO	3160767	10/17/06
TASTE PERFECTION PRIMO and Design	3468670	7/15/08
TASTE PERFECTION	3468669	7/15/08
TASTE PERFECTION PRIMO and Design	3468664	7/15/08
TASTE PERFECTION	3463170	7/8/08
PRIMO FLAVORSTATION	4284674	2/5/13
OMNIFRIO BEVERAGE CREATIONS	3667300	8/11/09