

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408734

|   |                              |                        |                         |
|---|------------------------------|------------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>                                     | NEW ASSIGNMENT               |                        |                         |
| <b>NATURE OF CONVEYANCE:</b>                                | RELEASE OF SECURITY INTEREST |                        |                         |
| <b>CONVEYING PARTY DATA</b>                                 |                              |                        |                         |
| <b>Name</b>   | <b>Formerly</b>              | <b>Execution Date</b>  | <b>Entity Type</b>      |
| THE PRUDENTIAL<br>INSURANCE COMPANY OF<br>AMERICA, AS AGENT |                              | 12/12/2016             | Corporation: NEW JERSEY |
| <b>RECEIVING PARTY DATA</b>                                 |                              |                        |                         |
| <b>Name:</b>  | PRIMO WATER CORPORATION      |                        |                         |
| <b>Street Address:</b>                                      | 101 North Cherry Street      |                        |                         |
| <b>Internal Address:</b>                                    | Suite 501                    |                        |                         |
| <b>City:</b>  | Winston-Salem                |                        |                         |
| <b>State/Country:</b>                                       | NORTH CAROLINA               |                        |                         |
| <b>Postal Code:</b>   | 27101                        |                        |                         |
| <b>Entity Type:</b>   | Corporation: DELAWARE        |                        |                         |
| <b>PROPERTY NUMBERS Total: 17</b>                           |                              |                        |                         |
| <b>Property Type</b>  | <b>Number</b>                | <b>Word Mark</b>       |                         |
| <b>Registration Number:</b>                                 | 4284674                      | PRIMO FLAVORSTATION    |                         |
| <b>Registration Number:</b>                                 | 3160767                      | PRIMO                  |                         |
| <b>Registration Number:</b>                                 | 3166619                      | PRIMO                  |                         |
| <b>Registration Number:</b>                                 | 3155263                      |                        |                         |
| <b>Registration Number:</b>                                 | 3137295                      | PRIMO                  |                         |
| <b>Registration Number:</b>                                 | 3152294                      |                        |                         |
| <b>Registration Number:</b>                                 | 3463170                      | TASTE PERFECTION       |                         |
| <b>Registration Number:</b>                                 | 3468664                      | TASTE PERFECTION PRIMO |                         |
| <b>Registration Number:</b>                                 | 3468669                      | TASTE PERFECTION       |                         |
| <b>Registration Number:</b>                                 | 3468670                      | TASTE PERFECTION PRIMO |                         |
| <b>Registration Number:</b>                                 | 4071635                      | PRIMO                  |                         |
| <b>Registration Number:</b>                                 | 3965811                      | PRIMO                  |                         |
| <b>Registration Number:</b>                                 | 4071634                      | PRIMO                  |                         |
| <b>Registration Number:</b>                                 | 3966107                      | PRIMO                  |                         |
| <b>Registration Number:</b>                                 | 3965810                      |                        |                         |
| <b>Registration Number:</b>                                 | 3175412                      |                        |                         |
| <b>Serial Number:</b>                                       | 86300321                     | KISSLA                 |                         |

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 4045725100

*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:** 404-572-3431**Email:** cfraser@kslaw.com**Correspondent Name:** Carol Fraser, Paralegal**Address Line 1:** 1180 Peachtree Street**Address Line 2:** King & Spalding LLP**Address Line 4:** Atlanta, GEORGIA 30309

|                                |                    |
|--------------------------------|--------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | Primo 14868.015063 |
|--------------------------------|--------------------|

|                           |              |
|---------------------------|--------------|
| <b>NAME OF SUBMITTER:</b> | Carol Fraser |
|---------------------------|--------------|

|                   |                  |
|-------------------|------------------|
| <b>SIGNATURE:</b> | //Carol Fraser// |
|-------------------|------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 12/13/2016 |
|---------------------|------------|

**Total Attachments: 7**

source=Pru release of security interest in trademarks#page1.tif

source=Pru release of security interest in trademarks#page2.tif

source=Pru release of security interest in trademarks#page3.tif

source=Pru release of security interest in trademarks#page4.tif

source=Pru release of security interest in trademarks#page5.tif

source=Pru release of security interest in trademarks#page6.tif

source=Pru release of security interest in trademarks#page7.tif

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of December 12, 2016, is made by The Prudential Insurance Company of America, as the Collateral Agent (the "Agent"), in favor of PRIMO WATER CORPORATION, a Delaware corporation (the "Parent") and Primo Products, LLC, a North Carolina limited liability company ("Products") (Parent and Products collectively herein called "Grantors"); and

A. Reference is made to that certain Note Purchase Agreement, dated as of June 20, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among the Grantors, 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 each Grantor, Direct, Refill and Ice, each a "Company" and collectively, the "Companies"), each purchaser party thereto from time to time and Agent. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Note Agreement.

B. Reference is made to the Security Agreement, dated as of June 20, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors, and certain affiliates of Grantors and the Agent, pursuant to which, among other things, each Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in, among other things, the Trademark Collateral (as defined in the Trademark Security Agreement referred to below), including, without limitation, each trademark, trademark application and trademark license of such Grantor set forth on Schedule I hereto (collectively, the "Trademarks"), pursuant to the Trademark Security Agreement, dated as of June 20, 2014 (as amended, restated, supplemented or otherwise modified from time to time), among each Grantor and the Agent.

C. The Trademark Security Agreement was recorded in the United States Patent and Trademark Office on June 24, 2014 on Reel 5308 Frame 0644.

D. In connection with the termination of the Note Agreement, the Security Agreement and the Trademark Security Agreement, the Grantors have informed the Agent of its desire to obtain the release of all right, title and interest of the Agent, the Secured Parties and each other grantee or beneficiary in and to the Trademark Collateral granted under the Security Agreement.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Agent's right, title and interest (including, without limitation, security interests) in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule I attached hereto, pursuant to the Security Agreement and the Trademark Security Agreement, shall automatically terminate, the debt secured thereby having been paid and satisfied in full and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of the applicable Grantor. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows ]

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Trademarks to be duly executed and delivered by their respective officer thereunto duly authorized as of the date above first written.

THE PRUDENTIAL INSURANCE COMPANY OF  
AMERICA, as Collateral Agent

By: 

Name: Ashley Dexter

Title: Vice President

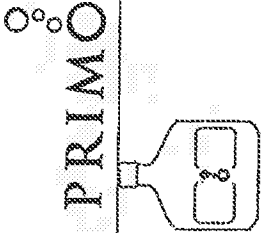
Schedule 1





SCHEDULE 1

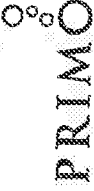
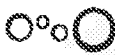

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS TRADEMARK REGISTRATIONS AND APPLICATIONS

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

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

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