

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM718387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		03/23/2022	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	DS Services of America, Inc.		
Street Address:	2300 Windy Ridge Parkway		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1527257	NURSERY	
Registration Number:	5994262	SINCE 1948 NURSERY	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<i>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.</i>			
Phone:	2146515066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	40770.2_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	04/01/2022		
Total Attachments: 4			
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OP \$65.00 1527257

DS Services of America, Inc.
2300 Windy Ridge Parkway, Suite 500N
Atlanta, GA 30339

Re: Release of Nursery Brand Assets

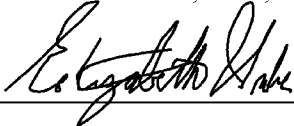
Reference is made to that certain Credit Agreement dated as of March 6, 2020 by and between Lender and Parent Borrower (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), and related loan documents (together with the Credit Agreement, the "Loan Documents"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

Pursuant to the Loan Documents, Parent Borrower granted to Lender a security interest in all right, title and interest in the trademarked logos, websites and designs set forth on Exhibit A, including all goodwill of the business symbolized by the Nursery Brand, the website associated with the Nursery Brand, and all future business of the Nursery Brand (the "Nursery Brand Assets"). You have advised us that DS Services of America, Inc. has sold the Nursery Brand Assets, effective on February 16, 2022 in a transaction that complies with Section 7.05 of the Credit Agreement (the "Nursery Brand Sale").

This letter is to confirm that, concurrently with the Nursery Brand Sale, all security interests granted in favor of the Administrative Agent pursuant to the Loan Documents on the Nursery Brand Assets were released.

Sincerely,

BANK OF AMERICA, N.A., as Administrative Agent

By:  _____

Name: Elizabeth Uribe

Title: Assistant Vice President

ANNEX A**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of March 23, 2022 (“Release”), is made by Bank of America, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties, in favor of Primo Water Corporation, a corporation organized under the federal laws of Canada (the “Parent Borrower”), Primo Water Holdings Inc. (f/k/a Cott Holdings Inc.), a Delaware corporation, and Eden Springs Nederland B.V., a private limited liability company incorporated under the laws of the Netherlands (each, a “Subsidiary Borrower” and, together with Parent Borrower, the “Borrowers”) and DS Services of America, Inc., a Delaware corporation (the “Released Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, the Security Agreement, and/or the IP Security Agreement (as such terms are defined below).

WHEREAS, pursuant to that certain Credit Agreement dated as of March 6, 2020 by and between the Collateral Agent, Bank of America, N.A. as administrative agent, the Lenders party thereto and the Borrowers (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), that certain Security Agreement dated as of March 6, 2020 by and between the Collateral Agent, the Released Grantor and the other Grantors party thereto (the “Security Agreement”), and that certain Intellectual Property Security Agreement dated as of March 6, 2020 by and between the Collateral Agent, the Released Grantor and the other Grantors party thereto (the “IP Security Agreement”), the Released Grantor granted to the Lender a security interest in and to all of the Intellectual Property Collateral pursuant to the Security Agreement and the IP Security Agreement, including, without limitation, the trademarks listed in Exhibit A hereto (the “Trademarks”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) against the Trademarks on March 6, 2020 at Reel/Frame 6884/0827; and

WHEREAS, the Parties hereto wish to record this document to reflect Lender’s release, without representation, warranty, or recourse to all of its security interests and liens in the Trademarks listed on Exhibit A related to the Credit Agreement, the Security Agreement, and the IP Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective on February 16, 2022, Lender hereby terminates, releases, and forever discharges any and all security interest it has in the Trademarks listed on Exhibit A hereto, terminates the Security Agreement and the IP Security Agreement as they relate to the Trademarks, and relinquishes all right, title or interest in and to the Trademarks.

Lender authorizes the recordation of this Release with the USPTO by its or the Parent Borrower’s representative.

[Signature Page to Follow]

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name: Elizabeth Uribe

Title: Assistant Vice President

EXHIBIT A

Nursery Brand Intellectual Property

Released Grantor/Registered Owner	Mark	Drawing	U.S. App./Reg. Nos.
DS Services of America, Inc.	NURSERY	Word	No. 1527257
DS Services of America, Inc.	NURSERY Logo		No. 5994262