

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418267

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Citizenship of Assignor party Primo Products, LLC from a Delaware entity type to a North Carolina entity type previously recorded on Reel 005945 Frame 0605. Assignor(s) hereby confirms the Trademark Security Agreement.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primo Water Corporation		12/12/2016	Corporation: DELAWARE
Glacier Water Services, Inc.		12/12/2016	Corporation: DELAWARE
Primo Products, LLC		12/12/2016	Corporation: NORTH CAROLINA

## RECEIVING PARTY DATA

<b>Name:</b>	Goldman Sachs Bank USA, as Collateral Agent
<b>Street Address:</b>	6011 Connection Drive
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	State Chartered Bank: NEW YORK

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	87034210	HTRIO
Serial Number:	86979448	KISSLA
Serial Number:	86300321	KISSLA
Serial Number:	85139322	PRIMO
Serial Number:	85135959	PRIMO
Serial Number:	85135950	PRIMO
Serial Number:	85135937	PRIMO
Serial Number:	85135929	
Serial Number:	78631559	PRIMO
Serial Number:	78977311	
Serial Number:	78977122	PRIMO
Serial Number:	78684824	
Serial Number:	78630710	
Serial Number:	78618079	PRIMO
Serial Number:	77082463	TASTE PERFECTION PRIMO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77082459	TASTE PERFECTION
Serial Number:	77081242	TASTE PERFECTION PRIMO
Serial Number:	77081169	TASTE PERFECTION
Serial Number:	77306892	OMNI FRIO BEVERAGE CREATIONS
Serial Number:	78270416	WATER ISLAND
Serial Number:	76476885	GLACIER WATER
Serial Number:	76476884	GLACIER WATER REFRESHING WATER CRISP GRE
Serial Number:	75520673	
Serial Number:	75520672	GLACIER WATER

**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:** 4045723408

**Email:** mramic@kslaw.com

**Correspondent Name:** Mia Ramic King and Spalding

**Address Line 1:** 1180 Peachtree Street NE

**Address Line 4:** Atlanta, GEORGIA 30309

**NAME OF SUBMITTER:** Mia Ramic

**SIGNATURE:** /Mia Ramic/

**DATE SIGNED:** 03/03/2017

**Total Attachments: 22**

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<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM408551

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PRIMO WATER CORPORATION		12/12/2016	Corporation: DELAWARE
GLACIER WATER SERVICES, INC.		12/12/2016	Corporation: DELAWARE
PRIMO PRODUCTS, LLC		12/12/2016	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	GOLDMAN SACHS BANK USA, as Collateral Agent
<b>Street Address:</b>	6011 Connection Drive
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	state chartered bank: NEW YORK

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	87034210	HTRIO
Serial Number:	86979448	KISSLA
Serial Number:	86300321	KISSLA
Serial Number:	85139322	PRIMO
Serial Number:	85135959	PRIMO
Serial Number:	85135950	PRIMO
Serial Number:	85135937	PRIMO
Serial Number:	85135929	
Serial Number:	78631559	PRIMO
Serial Number:	78977311	
Serial Number:	78977122	PRIMO
Serial Number:	78684824	
Serial Number:	78630710	
Serial Number:	78618079	PRIMO
Serial Number:	77082463	TASTE PERFECTION PRIMO

CH \$615.00 87034210

Property Type	Number	Word Mark
Serial Number:	77082459	TASTE PERFECTION
Serial Number:	77081242	TASTE PERFECTION PRIMO
Serial Number:	77081169	TASTE PERFECTION
Serial Number:	77306892	OMNI FRIO BEVERAGE CREATIONS
Serial Number:	78270416	WATER ISLAND
Serial Number:	76476885	GLACIER WATER
Serial Number:	76476884	GLACIER WATER REFRESHING WATER CRISP GRE
Serial Number:	75520673	
Serial Number:	75520672	GLACIER WATER

**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

**ATTORNEY DOCKET NUMBER:** 14868.015063 - Primo

**NAME OF SUBMITTER:** Carol Fraser

**SIGNATURE:** //Carol Fraser//

**DATE SIGNED:** 12/12/2016

**Total Attachments: 8**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of December 12, 2016, by and between PRIMO WATER CORPORATION, a Delaware corporation ("Primo"), PRIMO PRODUCTS, LLC, a Delaware limited liability company ("Products") and GLACIER WATER SERVICES, INC., a Delaware corporation ("Glacier Water", together with Primo and Products, the "Grantors" and each, a "Grantor"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain secured parties ("Collateral Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as December 12, 2016 by and among Primo, Products, PRIMO DIRECT, LLC, a North Carolina limited liability company ("Direct"), PRIMO REFILL, LLC, a North Carolina limited liability company ("Refill"), PRICE ICE, LLC, a North Carolina limited liability company ("ICE"), upon consummation of the Closing Date Acquisition, Glacier Water, upon consummation of the Closing Date Acquisition, GW SERVICES, LLC, a California limited liability company ("GWS", together with Primo, Products, Direct, Refill, ICE, Glacier Water and any other Subsidiaries of Holdings, the "Companies" and each, a "Company"), the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Bank USA, as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of December 9, 2016 by and among Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantors granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, for the benefit of the Secured

Parties, a continuing first priority security interest in, and lien upon, all of Grantors' presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related 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.

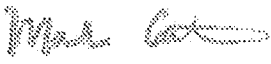
4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

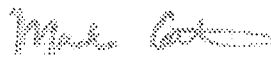
[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

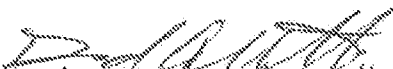
PRIMO WATER CORPORATION, as Grantor

By:   
Name: MARC Castaneda  
Title: Chief Financial Officer

PRIMO PRODUCTS, LLC, as Grantor

By:   
Name: MARC Castaneda  
Title: Chief Financial Officer

GLACIER WATER SERVICES, INC., as Grantor

By:   
Name: David S. Miller  
Title: VP of Finance

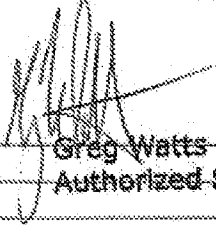
[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006001 FRAME: 0609  
REEL: 006001 FRAME: 0386



ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral  
Agent

By:  \_\_\_\_\_  
Name: Greg Watts  
Title: Authorized Signatory





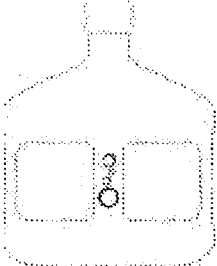


[Signature Page to Trademark Security Agreement]





TRADEMARK  
REEL: ~~006001~~ TRADEMARK: 0610  
REEL: 006001 FRAME: 0387



Schedule A to Trademark Security Agreement

Registered Trademarks

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
hTRIO	Primo Water Corporation	87034210	05/12/2016
KISSLA	Primo Water Corporation	86979448/ 5009652	06/04/2014/ 07/26/2016
KISSLA	Primo Water Corporation	86300321	06/04/2014
	Primo Water Corporation	85139322/ 3966107	09/27/2010/ 05/24/2011
PRIMO	Primo Water Corporation	85135959/ 4071635	09/22/2010/ 12/13/2011
	Primo Water Corporation	85135950/ 4071634	09/22/2010/ 12/13/2011
PRIMO	Primo Water Corporation	85135937/ 3965811	09/22/2010/ 05/24/2011
	Primo Water Corporation	85135929/ 3965810	09/22/2010/ 05/24/2011

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
			
	Primo Water Corporation	78631559/ 3166619	05/17/2005/ 10/31/2006
	Primo Water Corporation	78977311/ 3152294	05/16/2005/ 10/03/2006
	Primo Water Corporation	78977122/ 3137295	04/27/2005/ 08/29/2006
	Primo Water Corporation	78684824/ 3155263	08/03/2005/ 10/10/2006
	Primo Water Corporation	78630710/ 3175412	05/16/2005/ 11/21/2006
	Primo Water Corporation	78618079/ 3160767	04/27/2005/ 10/17/2006

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
	Primo Water Corporation	77082463/ 3468670	01/12/2007/ 07/15/2008
TASTE PERFECTION	Primo Water Corporation	77082459/ 3468669	01/12/2007/ 07/15/2008
	Primo Water Corporation	77081242/ 3468664	01/11/2007/ 07/15/2008
TASTE PERFECTION	Primo Water Corporation	77081169/ 3463170	01/11/2007/ 07/08/2008
OMNI FRIO BEVERAGE CREATIONS	Primo Products, LLC	77306892/ 3667300	10/17/2007/ 08/11/2009
WATER ISLAND	Glacier Water Services, Inc.	78270416/ 2845030	07/03/2003/ 05/25/2004
	Glacier Water Services, Inc.	76476885/ 2891712	12/16/2002/ 10/05/2004
	Glacier Water Services, Inc.	76476884/ 2891711	12/16/2002/ 10/05/2004

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
	Glacier Water Services, Inc.	75520673/ 2418586	07/17/1998/ 01/09/2001
	Glacier Water Services, Inc.	75520672/ 2396827	07/17/1998 10/24/2000

**TRADEMARK SECURITY AGREEMENT**

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**WITNESSETH:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as December 12, 2016 by and among Primo, Products, PRIMO DIRECT, LLC, a North Carolina limited liability company ("Direct"), PRIMO REFILL, LLC, a North Carolina limited liability company ("Refill"), PRICE ICE, LLC, a North Carolina limited liability company ("ICE"), upon consummation of the Closing Date Acquisition, Glacier Water, upon consummation of the Closing Date Acquisition, GW SERVICES, LLC, a California limited liability company ("GWS", together with Primo, Products, Direct, Refill, ICE, Glacier Water and any other Subsidiaries of Holdings, the "Companies" and each, a "Company"), the other Credit Parties party thereto, Collateral Agent, the Persons signatory thereto from time to time as lenders (the "Lenders") and Goldman Sachs Bank USA, as Administrative Agent for the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of December 9, 2016 by and among Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantors granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, for the benefit of the Secured

Parties, a continuing first priority security interest in, and lien upon, all of Grantors' presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related 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.


4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.


[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

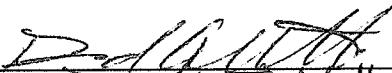
PRIMO WATER CORPORATION, as Grantor

By:   
Name: MARC Castaneda  
Title: Chief Financial Officer

PRIMO PRODUCTS, LLC, as Grantor

By:   
Name: MARC Castaneda  
Title: Chief Financial Officer

GLACIER WATER SERVICES, INC., as Grantor

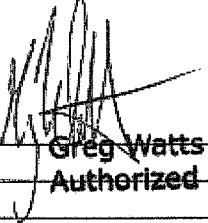
By:   
Name: Donald J. Milk  
Title: VP of Finance

[Signature Page to Trademark Security Agreement]



ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA, as Collateral  
Agent



By:  \_\_\_\_\_  
Name: **Greg Watts** \_\_\_\_\_  
Title: **Authorized Signatory** \_\_\_\_\_





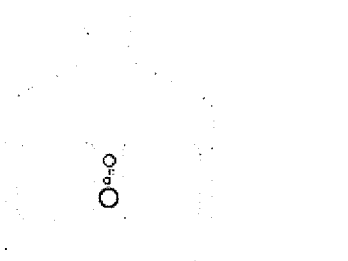


[Signature Page to Trademark Security Agreement]





TRADEMARK  
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**Schedule A to Trademark Security Agreement**

**Registered Trademarks**

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
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<b>KISSLA</b>	Primo Water Corporation	86979448/ 5009652	06/04/2014/ 07/26/2016
<b>KISSLA</b>	Primo Water Corporation	86300321	06/04/2014
<b>PRIMO</b> 	Primo Water Corporation	85139322/ 3966107	09/27/2010/ 05/24/2011
<b>PRIMO</b>	Primo Water Corporation	85135959/ 4071635	09/22/2010/ 12/13/2011
<b>PRIMO</b> 	Primo Water Corporation	85135950/ 4071634	09/22/2010/ 12/13/2011
<b>PRIMO</b>	Primo Water Corporation	85135937/ 3965811	09/22/2010/ 05/24/2011
	Primo Water Corporation	85135929/ 3965810	09/22/2010/ 05/24/2011

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
			
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	Primo Water Corporation	78977311/ 3152294	05/16/2005/ 10/03/2006
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	Primo Water Corporation	78684824/ 3155263	08/03/2005/ 10/10/2006
	Primo Water Corporation	78630710/ 3175412	05/16/2005/ 11/21/2006
	Primo Water Corporation	78618079/ 3160767	04/27/2005/ 10/17/2006

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL/ REGISTRATION NO.</b>	<b>FILING/ REGISTRATION DATE</b>
 <p><i>taste perfection</i> <b>PRIMO</b></p>	Primo Water Corporation	77082463/ 3468670	01/12/2007/ 07/15/2008
<b>TASTE PERFECTION</b>	Primo Water Corporation	77082459/ 3468669	01/12/2007/ 07/15/2008
 <p><i>taste perfection</i> <b>PRIMO</b></p>	Primo Water Corporation	77081242/ 3468664	01/11/2007/ 07/15/2008
<b>TASTE PERFECTION</b>	Primo Water Corporation	77081169/ 3463170	01/11/2007/ 07/08/2008
<b>OMNI FRIO BEVERAGE CREATIONS</b>	Primo Products, LLC	77306892/ 3667300	10/17/2007/ 08/11/2009
<b>WATER ISLAND</b>	Glacier Water Services, Inc.	78270416/ 2845030	07/03/2003/ 05/25/2004
	Glacier Water Services, Inc.	76476885/ 2891712	12/16/2002/ 10/05/2004
	Glacier Water Services, Inc.	76476884/ 2891711	12/16/2002/ 10/05/2004

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>
	Glacier Water Services, Inc.	75520673/ 2418586	07/17/1998/ 01/09/2001
	Glacier Water Services, Inc.	75520672/ 2396827	07/17/1998 10/24/2000