

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Collateral Agent		06/22/2018	state chartered bank: NEW YORK
RECEIVING PARTY DATA			
Name:	Primo Water Corporation		
Street Address:	101 NORTH CHERRY STREET, SUITE 501		
City:	WINSTON-SALEM		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	Corporation: DELAWARE		
Name:	Primo Products, LLC		
Street Address:	101 NORTH CHERRY STREET, SUITE 501		
City:	WINSTON-SALEM		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
Name:	Glacier Water Services, Inc.		
Street Address:	1385 PARK CENTER DRIVE		
City:	VISTA		
State/Country:	CALIFORNIA		
Postal Code:	92081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	5009652	KISSLA	
Registration Number:	3966107	PRIMO	
Registration Number:	4071635	PRIMO	
Registration Number:	4071634	PRIMO	
Registration Number:	3965811	PRIMO	
Registration Number:	3965810		
Registration Number:	3166619	PRIMO	
TRADEMARK			

OP \$615.00 5009652

Property Type	Number	Word Mark
Registration Number:	3152294	
Registration Number:	3137295	PRIMO
Registration Number:	3155263	
Registration Number:	3175412	
Registration Number:	3160767	PRIMO
Registration Number:	3468670	TASTE PERFECTION PRIMO
Registration Number:	3468669	TASTE PERFECTION
Registration Number:	3468664	TASTE PERFECTION PRIMO
Registration Number:	3463170	TASTE PERFECTION
Registration Number:	3667300	OMNI FRIO BEVERAGE CREATIONS
Registration Number:	2845030	WATER ISLAND
Registration Number:	2891712	GLACIER WATER
Registration Number:	2891711	GLACIER WATER REFRESHING WATER CRISP GRE
Registration Number:	2418586	
Registration Number:	2396827	GLACIER WATER
Serial Number:	87034210	HTRIO
Serial Number:	86300321	KISSLA

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 9192868000

Email: PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 Carrington Mill Blvd., Suite 400

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	410643.265
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	06/26/2018

Total Attachments: 6

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source=(2018) Term and Release of SI in TMs - Goldman Sachs Bank USA, as CA to Primo Water Corporation, et al#page2.tif

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 22, 2018 (“Release”), is made by GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain secured parties (“Collateral Agent”), in favor of PRIMO WATER CORPORATION, a Delaware corporation, PRIMO PRODUCTS, LLC, a North Carolina limited liability company, and GLACIER WATER SERVICES, INC., a Delaware corporation (each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of December 9, 2016 (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) by and among the Grantors, Collateral Agent, and others party thereto and the Trademark Security Agreement dated as December 12, 2016 (“Trademark Security Agreement”) by and among the Grantors and Collateral Agent, Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing priority security interest in, and lien upon, all of Grantors’ right, title and interest in and to the Trademarks and all proceeds and products thereof (collectively, the “Trademark Collateral”); and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) on December 12, 2016 at Reel 5945 Frame 0605 and a correction recorded on March 3, 2017 at Reel 6001 Frame 0379.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Collateral Agent, on behalf of the Secured Parties, and Grantors agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Secured Parties, hereby:

- (a) terminates the Trademark Security Agreement;
- (b) terminates, cancels, forever discharges, and releases the continuing priority security interest in, and lien upon, all of Grantors’ right, title and interest in and to the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;
- (c) represents and warrants that it has full authority to execute and deliver this Release; and
- (d) authorizes the recordation of this Release with the USPTO at Grantors’ expense.

SECTION 3. Further Assurances. Collateral Agent, at Grantors’ expense, 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 security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Collateral Agent will, at Grantors’ expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Collateral Agent:

GOLDMAN SACHS BANK USA, as Collateral Agent

By: _____





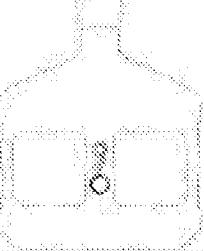
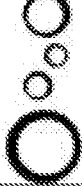

Name: Greg Watts





Title: Authorized Signatory



Schedule A

Registered Trademarks

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
hTRIO	Primo Water Corporation	87034210	05/12/2016
KISSLA	Primo Water Corporation	86979448/ 5009652	06/04/2014/ 07/26/2016
KISSLA	Primo Water Corporation	86380321	06/04/2014
PRIMO	Primo Water Corporation	85139322/ 3966107	09/27/2010/ 05/24/2011
PRIMO	Primo Water Corporation	85135959/ 4071635	09/22/2010/ 12/13/2011
PRIMO	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 FRIQ 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

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