

02-28-2008

RECORDATION
PA



103485285

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Michael KREITZ Christopher HOLDEN
Michael S. GUNTER Brent C. BOYDSTON
Douglas A. FULLERTON Billy D. PRIM

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Correction to spelling of an Assignor's *

2. Name and address of receiving party(ies)

Name: PRIMO WATER CORPORATION

Internal Address: Suite 700

Street Address: 101 N. Cherry St.

City: Winston-Salem

State: NC

Country: US Zip: 27101

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application

A. Patent Application No.(s)

11/881,868

* name in Assignment Recorded at
Reel/Frame 20390/0149

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Michael A. Tobin

Internal Address: Kennedy Covington Lobdell &
Hickman, LLP

Street Address: 214 North Tryon Street

Hearst Tower, 47th Floor

City: Charlotte

State: NC Zip: 28202

Phone Number: 704.331.7400

Fax Number: 704.353.3246

Email Address: docket@kennedycovington.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 18-1215

Authorized User Name Michael A. Tobin

9. Signature: Michael A. Tobin

Signature

February 26, 2008

Date

Michael A. Tobin

Name of Person Signing

Total number of pages including cover 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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United States Patent and Trademark Office

REC-1



103476418

To the Director of the U.S. Patent and Trademark Office

Transmit the following in the language(s) or the new address(es) below.

1. Name of conveying party(ies)

Michael KREITZ
Michael S. GUNTER
Douglas A. FULLERTON
Christopher HOLDEN
Brent C. BOYDSON
Billy D. PRIM

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Internal Address: Suite 700

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Street Address: 101 N. Cherry St.

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Execution Date(s) 9/24/07;9/24/07;9/23/07;9/23/07

- ☒ Assignment 9/25/07 ☐ Merger 9/25/07
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
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☐ Other

City: Winston-Salem

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Country: US Zip: 27101

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Expiration Date

b. Deposit Account Number 18-1215

Authorized User Name Michael A. Tobin

9. Signature:

Michael A. Tobin

Signature

January 14, 2008

Date

Michael A. Tobin
Name of Person Signing

Total number of pages including cover

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Documents to be recorded (including cover sheet) should be faxed to (703) 295-8822 or mailed to 020583 11881868
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01-17-2008 11881868 020583 11881868
48.00 00

ASSIGNMENT

WHEREAS,

**Michael Kreitz
101 N. Cherry St.
Suite 700
Winston-Salem, NC 27101**

**Christopher Holden
101 N. Cherry St.
Suite 700
Winston-Salem, NC 27101**

**Michael S. Gunter
101 N. Cherry St.
Suite 700
Winston-Salem, NC 27101**

**Brent C. Boydston
101 N. Cherry St.
Suite 700
Winston-Salem, NC 27101**

**Douglas A. Fullerton
101 N. Cherry St.
Suite 700
Winston-Salem, NC 27101**

**Billy D. Prim
101 N. Cherry St.
Suite 700
Winston-Salem, NC 27101**

and

**Robert C. Wiles
101 N. Cherry St.
Suite 700
Winston-Salem, NC 27101**

(hereinafter "Assignors") have invented certain new and useful improvements (hereinafter "Invention"), for a full description of which reference is here made to a patent application entitled:

**BOTTLED WATER DISTRIBUTION METHOD AND BOTTLE
RETURN APPARATUS**

which was filed in the U.S. Patent & Trademark Office on July 30, 2007 and which has been assigned Serial Number 11/881,868 (hereinafter "Application")

WHEREAS,

**PRIMO WATER CORPORATION
101 N. Cherry Street
Suite 700
Winston-Salem, North Carolina 27101**

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all foreign rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have agreed to sell, assign, transfer and convey, and by these presents do hereby sell, assign, transfer and convey, unto Assignee the entire right, title, and interest in, to and under:

- The Invention and the Application;
- Any patent of the United States of America that may be obtained for the Invention;
- Any corresponding applications for patent of the Invention in any and all foreign countries; and
- Any reissue, extension, renewal, substitution, confirmation, division, continuation and the like of any of the foregoing (hereinafter collectively "Invention Rights").

FURTHERMORE,

Assignors hereby covenant and agree, and bind any and all heirs, administrators, legal representatives, and assigns, to assist and cooperate with Assignee in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing the terms of this Agreement.

Assignors hereby authorize and empower Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular foreign country, and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent and agree that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular foreign country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignors covenant and agree that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Finally, Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[signature pages follow]

This the 24 day of SEPTEMBER, 2007.

Michael Kreitz

Michael Kreitz, Assignor

NOTARIZATION

State of North Carolina)

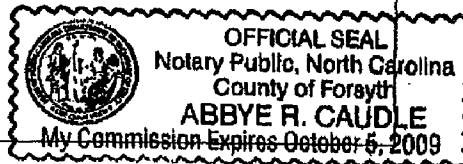
County of Forsyth)

United States of America

On this 24 day of September, 2007, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Abbye R. Caudle
Notary Public

My Commission Expires: 10/5/09



This the 24 day of September, 2007.

Christopher Holden

Christopher Holden, Assignor

NOTARIZATION

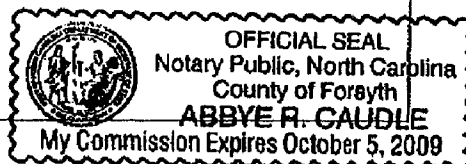
State of North Carolina)

County of Forsyth)
United States of America

On this 24 day of September, 2007, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Abbey R. Caudle
Notary Public

My Commission Expires: 10/5/09



This the 23 day of September, 2007.

Michael S. Gunter
Michael S. Gunter, Assignor

NOTARIZATION

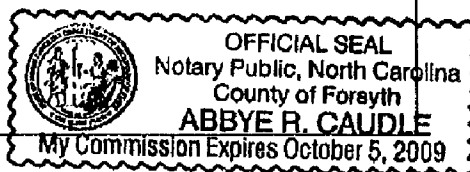
State of North Carolina)

County of Forsyth)
United States of America

On this 23 day of September, 2007, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Abbye R. Caudle
Notary Public

My Commission Expires: 10/5/09



This the 23rd day of September, 2007.

Brent C. Boydston

Brent C. Boydston, Assignor

NOTARIZATION

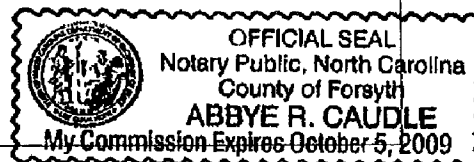
State of North Carolina)

County of Forsyth)
United States of America

On this 23 day of September, 2007, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Abbye R. Caudle
Notary Public

My Commission Expires: 10/5/09



This the 25 day of Sept., 2007.

Douglas A. Fullerton
Douglas A. Fullerton, Assignor

NOTARIZATION

State of North Carolina)

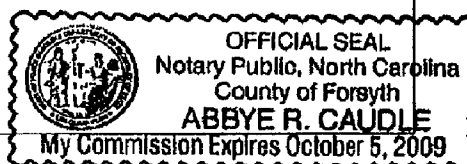
County of Forsyth)

United States of America

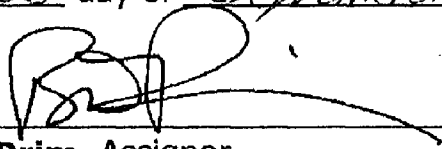
On this 25 day of September, 2007, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Abbye R. Caudle
Notary Public

My Commission Expires: 10/5/09



This the 25 day of September, 2007.



Billy D. Prim, Assignor

NOTARIZATION

State of North Carolina)

County of Forsyth)
United States of America

On this 25 day of September, 2007, appeared before me the above-identified person who executed the foregoing document, and who acknowledged that he/she signed it as a free act on his/her own behalf (or on behalf of the identified corporation or other juristic entity, and with authority to do so).

Abbye R. Caudle
Notary Public

My Commission Expires: 10/5/09

