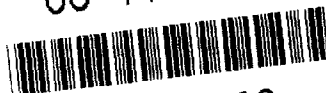


06-11-2008

RECORDATA

PA



103508063

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)

Brent C. Boydston
Douglas A. Fullerton
Michael S. Gunter
Billy D. Prim

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

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

Execution Date(s) July 5, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Primo Water Corporation

Internal Address: _____

Street Address: 104 Cambridge Plaza Drive

City: Winston-Salem

State: NC

Country: US Zip: 27104

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)

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) \$ 40.00

- ☐ 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: _____

Signature

June 4, 2008

Date

Michael A. Tobin

Name of Person Signing

Total number of pages including cover

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ASSIGNMENT

WHEREAS,

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

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

Billy D. Prim
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 utility patent application entitled:

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

(hereinafter "Application") filed or to be filed with the U.S. Patent & Trademark Office, and for which Assignors hereby authorize and request Assignee to fill in the following blanks specifying the serial number and filing date for said application identified above (but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this Assignment):

Serial Number: 11/481,268

Filed on: July 5, 2006; and

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 5th day of July, 2006.

Brent C. Boydston
Brent C. Boydston, Assignor

NOTARIZATION

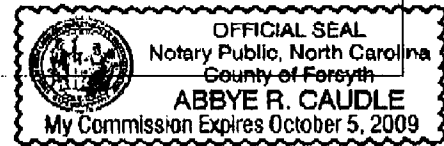
State of North Carolina)

County of Forsyth)
United States of America

On this 5th day of July, 2006, 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 5th day of July, 2006.

Douglas A. Fullerton
Douglas A. Fullerton, Assignor

NOTARIZATION

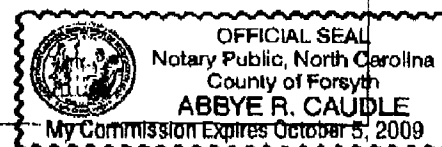
State of North Carolina)

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United States of America

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Abbye R. Caudle
Notary Public

My Commission Expires: 10/5/09



This the 5th day of July, 2006.

Michael S. Gunter
Michael S. Gunter, Assignor

NOTARIZATION

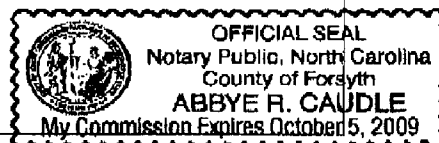
State of North Carolina)

County of Forsyth)
United States of America

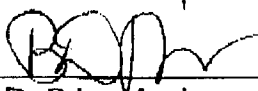
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Abbye R. Caudle
Notary Public

My Commission Expires: 10/5/09



This the 5th day of July, 2006.



Billy D. Prim, Assignor

NOTARIZATION

State of North Carolina

County of Forsyth
United States of America

On this 5th day of July, 2006, 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).


Notary Public

My Commission Expires: 10/5/09

