

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
Primo Products, LLC	11/10/2010
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, N.A., as Administrative Agent
Street Address:	301 South College Street
Internal Address:	15th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D649390
Patent Number:	D642454
Patent Number:	D642455
Application Number:	12573507
Application Number:	12594678
Application Number:	12874488
CORRESPONDENCE DATA	
Fax Number:	(919)416-8328
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560

OP \$240.00 D649390

PATENT

ATTORNEY DOCKET NUMBER:	036075-009 JES
NAME OF SUBMITTER:	John E. Slaughter
Total Attachments: 4 source=NGSI-P#page1.tif source=NGSI-P#page2.tif source=NGSI-P#page3.tif source=NGSI-P#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that (a) pursuant to the Security Agreement dated as of November 10, 2010 (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"), by and among the Obligor party thereto (each an "Obligor" and collectively, the "Obligors") and Wells Fargo Bank, N.A., as Administrative Agent (the "Administrative Agent") for the secured parties referenced therein (the "Secured Parties"), the undersigned Obligor has granted a continuing security interest in and continuing lien upon the patents and patent applications shown on Schedule 1 attached hereto (the "Patents") to the Administrative Agent for the ratable benefit of the Secured Parties and (b) the undersigned hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to the Patents.

The Obligor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the Patents (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Patent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

PRIMO PRODUCTS, LLC,
a North Carolina limited liability company

By: Primo Water Corporation, Manager

By: Mark Castaneda
Name: Mark Castaneda
Title: CEO

Acknowledged and Accepted:

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

Very truly yours,

PRIMO PRODUCTS, LLC,
a North Carolina limited liability company

By: Primo Water Corporation, Manager

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

WELLS FARGO BANK, N.A.,
as Administrative Agent

By: Nancy S. Jones
Name: Nancy S. Jones
Title: SVP

Schedule 1

**Primo Products, LLC
(North Carolina LLC)**

U.S. Patents

Issued Patents

Description	Patent No.	Issued
BEVERAGE MAKER	D649390	11/29/11
CUP SHAPED CONTAINER	D642454	08/02/11
CUP SHAPED CONTAINER	D642455	08/02/11

Pending Applications

Description	Appl. No.	Filing Date
SELECT SERVING AND FLAVORED SPARKLING BEVERAGE MAKER	12573507 20100251901	10/05/09
SELECT SERVING AND FLAVORED SPARKLING BEVERAGE MAKER	12594678 20100139496	10/05/09
SELECT SERVING AND FLAVORED SPARKLING BEVERAGE MAKER	12874488 20110020508	09/02/10

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