

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DS SERVICES OF AMERICA, INC.		08/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	MAC Legal, NC1-001-05-45, 101 N.Tryon St		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6064859	EVERY DROP COUNTS	
Registration Number:	6064860	EVERY DROP COUNTS	
Serial Number:	88228137	AQUABARISTA	
Serial Number:	88360835	BEVERAGES YOU LOVE FROM PEOPLE YOU TRUST	
Serial Number:	87542042	EVERY DROP COUNTS	
Serial Number:	87542091	EVERY DROP COUNTS	
Serial Number:	90008997	FLOW	
Serial Number:	90009002	FLOW	
Serial Number:	90009008	FLOW BY PRIMO	
Serial Number:	90009015	FLOW BY PRIMO	
Serial Number:	88584335	HEALTH WATERS OF AMERICA	
Serial Number:	90067397	PRIMO	
Serial Number:	90008950	PRIMO	
Serial Number:	90008968	PRIMO	
Serial Number:	90008990	PRIMO	
Serial Number:	88308325	SERVICE YOU CAN COUNT ON. QUALITY YOU CA	
Serial Number:	88463860	SHAKER	
Serial Number:	87811317	THE PURE WATER PEOPLE	

OP \$465.00 6064859

CORRESPONDENCE DATA**Fax Number:**

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: 800-494-5225**Email:** ipteam@cogencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** COGENCY GLOBAL Inc.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1280724 TM
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NAME OF SUBMITTER:	Theresa Volano
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SIGNATURE:	/Theresa Volano/
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DATE SIGNED:	10/23/2020
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Total Attachments: 5

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated August 18, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Bank of America, N.A. (“Bank of America”), as collateral agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Primo Water Corporation, a corporation organized under the laws of Canada (the “Parent Borrower”), Primo Water Holdings Inc. (f/k/a Cott Holdings Inc.), a Delaware corporation, Eden Springs Nederland B.V., a private limited liability company incorporated under the laws of the Netherlands, Bank of America, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other Person party thereto have entered into the Credit Agreement dated as of March 6, 2020 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to Parent Borrower and its Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DS SERVICES OF AMERICA, INC.,
as Initial Grantor

By: 
Name: Shane Perkey
Title: Treasurer

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Tiffany Lin
Title: Assistant Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Serial No.
DS Services of America, Inc.	AQUABARISTA	App No.: 88/228137
DS Services of America, Inc.	BEVERAGES YOU LOVE FROM PEOPLE YOU TRUST	App No.: 88/360835
DS Services of America, Inc.	EVERY DROP COUNTS	App No.: 87/542042
DS Services of America, Inc.	EVERY DROP COUNTS	Reg. No.: 6064859
DS Services of America, Inc.	EVERY DROP COUNTS and Design	App No.: 87/542091
DS Services of America, Inc.	EVERY DROP COUNTS and Design	Reg. No.: 6064860
DS Services of America, Inc.	FLOW	App No.: 90/008997
DS Services of America, Inc.	FLOW	App No.: 90/009002
DS Services of America, Inc.	FLOW BY PRIMO Logo (b/w)	App No.: 90/009008
DS Services of America, Inc.	FLOW BY PRIMO Logo (b/w)	App No.: 90/009015
DS Services of America, Inc.	HEALTH WATERS OF AMERICA	App No.: 88/584335
DS Services of America, Inc.	PRIMO	App No.: 90/067397
DS Services of America, Inc.	PRIMO & Droplet Design (b/w)	App No.: 90/008950
DS Services of America, Inc.	PRIMO & Droplet Design (b/w)	App No.: 90/008968
DS Services of America, Inc.	PRIMO & Droplet Design (b/w)	App No.: 90/008990
DS Services of America, Inc.	SERVICE YOU CAN COUNT ON. QUALITY YOU CAN TRUST.	App No.: 88/308325
DS Services of America, Inc.	SHAKER	App No.: 88/463860
DS Services of America, Inc.	THE PURE WATER PEOPLE	App No.: 87/811317