

10-22-2001

ikedFORM PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **BCB USA CORP.**

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State (GA)

Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: Lehman Commercial Paper Inc., as General Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 3 World Financial Center

City: New York State: NY ZIP: 10285

3. Nature of conveyance:

Assignment                               Merger

Security Agreement                   Change of Name

Other \_\_\_\_\_

Execution Date: July 19, 2001

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State New York

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 679,364 ; 749,859 ; 2,021,327 ; 1,507,436

Additional numbers attached?  Yes  No

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

Name: Michael Holland, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): ..... \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael Holland, Esq.                      Michael Holland                      10/6/01  
Name of Person Signing                      Signature    Date

Total number of pages comprising cover sheet: 6

10/23/2001 6TOM11 00000078 679364

01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002385 FRAME: 0878

CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of July 19, 2001, is made by BCB USA CORP., a Georgia corporation (the "Obligor"), in favor of LEHMAN COMMERCIAL PAPER INC., as General Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of July 19, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Obligor (also referred to herein as the "Borrower"), the Lenders, the Administrative Agent, LEHMAN BROTHERS INC., as advisor, lead arranger and book manager (in such capacity, the "Arranger"), FIRST UNION NATIONAL BANK, as syndication agent (in such capacity, the "Syndication Agent"), FIRST UNION NATIONAL BANK, as working capital term loan facility agent and as revolving credit facility agent (in such capacity, the "Working Capital Facility Agent"), BANK OF MONTREAL, as Canadian Administrative Agent (in such capacity, the "Canadian Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make credit facilities available to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Obligor and COTT CORPORATION, a Canada corporation and a related entity of Obligor ("Cott") have executed and delivered a Guarantee and Collateral Agreement, dated as of July 19, 2001, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and certain Lenders a continuing security interest in all Intellectual Property, including the Trademarks, whether now owned or hereafter acquired by the Obligor to the extent that such property constitutes Acquired Assets; and

WHEREAS, pursuant to the foregoing, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make credit facilities available and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto, to the Administrative Agent for the benefit of the Administrative Agent and the Lenders referred to as being secured by this collateral in the Guarantee and Collateral Agreement to secure payment, performance and observance of the Obligations as set forth in the Guarantee and Collateral Agreement.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

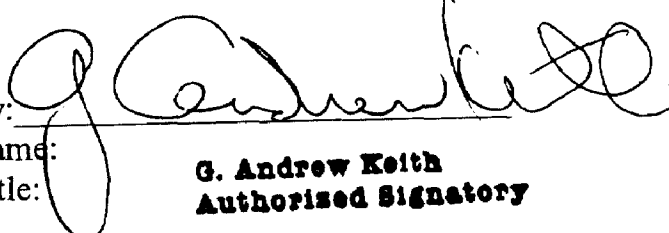
BCB USA CORP.

By: \_\_\_\_\_

Name:

Title:

LEHMAN COMMERCIAL PAPER, INC.  
as General Administrative Agent for the Lenders

By: 

Name:

Title:

**G. Andrew Keith**  
**Authorized Signatory**

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BCB USA CORP.

By: 

Name:

Title:

LEHMAN COMMERCIAL PAPER, INC.  
as General Administrative Agent for the Lenders

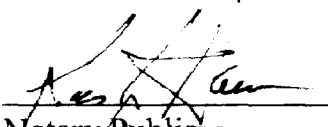
By: \_\_\_\_\_

Name:

Title:

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK ) ss

On the 19<sup>th</sup> day of July, 2001, before me personally came CATHERINE M. BRINMAN, who is personally known to me to be the VICE PRESIDENT TREASURER of BCB USA CORP., a Georgia corporation; who, being duly sworn, did depose and say that she/he is the VICE PRESIDENT TREASURER in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public **HANSON**  
NOTARY PUBLIC, State of New York  
No. 01EA5001530  
Qualified in New York County  
Commission Expires November 7, 2001/2

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A – U.S. TRADEMARKS**

COTT (U.S. Registration No. 679,364)

COTT (U.S. Registration No. 749,859)

COTT AND DESIGN (U.S. Registration No. 2,021,327)

IT'S COTT TO BE GOOD! (U.S. Registration No. 1,507,436)