

4-08-02

04-08-2002

FORM PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

F



ET

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102046570

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

1. Name of conveying party(ies):

COTT CORPORATION

4-8-02

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Canada Corporation

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

- 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 (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: February 15, 2002

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

A. Trademark Application No.(s) 74/603,888 ; 76/363,583 ; 76/363,582

B. Trademark Registration No.(s) 2,495,194

Additional numbers attached? Yes No

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

Name: Michael Holland

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY 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 credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael Holland Name of Person Signing

Handwritten signature of Michael Holland

Signature

4/15/02 Date

Total number of pages including cover sheet, attachments, and documents: 6

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

TRADEMARK REEL: 002476 FRAME: 0406

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of February 15, 2002, is made by COTT CORPORATION (the “Grantor”), 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 and as may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Grantor, COTT BEVERAGES INC., a Georgia corporation and a related entity of Grantor (“Beverages”), 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 Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, Beverages and certain other related entities have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of February 15, 2002, 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, Grantor 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 Grantor; and

WHEREAS, pursuant to the foregoing, Grantor has duly authorized the execution, delivery and performance of this Agreement;

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 Grantor pursuant to the Credit Agreement, Grantor 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 Agreement, 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. Grant of Security Interest. Grantor 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 (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. In the event of any inconsistency between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall be controlling. 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. Grantor 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 Agreement 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 Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COTT CORPORATION

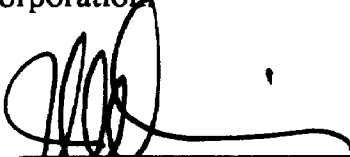
By: C. Brennan
Name: Catherine Brennan
Title: VP, Treasurer

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

By: G. Andrew Keith
Name: G. Andrew Keith
Title: Authorized Signatory

STATE OF)
) ss
COUNTY OF)

On the 18 day of FEBRUARY, 2002, before me personally came CATHERINE BRENNAN, who is personally known to me to be the VP, TREASURER of Cott Corporation, a Canadian corporation; who, being duly sworn, did depose and say that she/he is the VP, 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

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A – U.S. TRADEMARKS

STB. NO.	TITLE	REG. NO./ APP. NO.
1	STARS & STRIPES	2,495,194
2	STARS & STRIPES	74/603,888
3	VINTAGE	76/363,583
4	VINTAGE AND DESIGN	76/363,582