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

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

1. Name of conveying party(ies): Quality Beverage Brands, L.L.C. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [X] Other limited liability company (North Carolina) Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: Cott Beverages, Inc. Internal Address: Suite 800 Street Address: 207 Queens Quay West City: Toronto, Ontario Zip: M5J1A7 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Georgia [] 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 [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: December 19, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,398,413 Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gina Lucas Internal Address: McGuireWoods, LLP Suite 2900 Street Address: 100 North Tryon St. City: Charlotte State: NC Zip: 28202-4011

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature: Gina Lucas Name of Person Signing Signature Date 1-8-04 Total number of pages including cover sheet, attachments, and document: 4

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Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK ASSIGNMENT

WHEREAS, Quality Beverage Brands, L.L.C., a North Carolina limited liability company, with its principal place of business at 3936 Corporation Circle, Charlotte, North Carolina, 28216 ("Assignor"), has in connection with Assignor's goods and services adopted, used or had bona fide intent to use, and is the owner of record of the trademark registrations and applications listed on **Schedule A** attached hereto and made a part hereof (the "Marks"), and now desires to assign, transfer and convey all right, title and interest in and to the Marks and the goodwill associated therewith; and

WHEREAS, Assignor has entered into that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of December 19, 2003 by and among Assignor, Independent Beverage Corporation, a South Carolina corporation, Piedmont Cheerwine Bottling Company, a North Carolina corporation, Carolina Bottling Company, a North Carolina corporation, Dixie-Riverside, Inc., a Georgia corporation, Cott Beverages, Inc., a Georgia corporation (the "Buyer") and Cott Vending Inc., a Delaware corporation; and

WHEREAS, in connection with the consummation of the transaction described in the Purchase Agreement, the Buyer desires to acquire the Marks.

NOW, THEREFORE, in consideration of the purchase price paid to the Assignor by Buyer in accordance with the Purchase Agreement, Assignor does hereby assign, transfer and convey unto Buyer, its successors, assigns, and legal representatives, the Marks, including all registrations and applications for registration thereof, together with the goodwill of the business symbolized by the Marks, and including any and all claims, causes of action or rights to sue for any relief and recover all damages or dilution for past or future infringement or dilution thereof, including all rights as opponents in any opposition or cancellation proceeding throughout the world. Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers or documents necessary to perfect the Marks in Buyer, its successors, assigns, and legal representatives.

(signature page follows)

IN WITNESS HEREOF, Assignor has caused this Trademark Assignment to be executed by a duly authorized officer and Assignee hereby consents to and accepts this Trademark Assignment and has caused it to be executed by a duly authorized officer to be effective as of December 19, 2003.

QUALITY BEVERAGE BRANDS, L.L.C.

By: **Piedmont Cheerwine Bottling Company
Manager**

By: C. Clifford Ritchie
Name: C. Clifford Ritchie
Title: President

State of North Carolina

County of Mecklenburg

NC On this 19 day of December, 2003, before me, a Notary Public in and for the State of NC and the aforesaid County, personally appeared C. Clifford Ritchie known by me to be the person of the above name and an officer of Piedmont Cheerwine Bottling Company, duly authorized to execute this Trademark Assignment on behalf of Piedmont Cheerwine Bottling Company, who signed and executed the foregoing instrument on behalf of Piedmont Cheerwine Bottling Company, in its capacity as Manager of Quality Beverage Brands, L.L.C.

Angela N. Jarman
Notary Public

[SEAL]

My Commission Expires: 04.05.04

SCHEDULE "A"

Marks

SILVER PEAK – U.S. Registration Number 2,398,413

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