

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release by Wachovia Bank of Security Interest recorded on February 20, 2001 at trademark reel 2237, frame 797.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wachovia Bank		06/16/2006	national banking association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cott Beverages Inc.		
<b>Street Address:</b>	4211 W. Boy Scout Boulevard		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1091057	VINTAGE	
Registration Number:	1273007	VINTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)842-8465		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-842-8800		
<b>Email:</b>	MaryPat.Weyback@dbr.com, Andrea.Engel@dbr.com		
<b>Correspondent Name:</b>	Mary Pat A. Weyback		
<b>Address Line 1:</b>	1500 K Street, N.W., Ste. 1100		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005-1209		
<b>ATTORNEY DOCKET NUMBER:</b>	31570/167969		
<b>NAME OF SUBMITTER:</b>	Mary Pat A. Weyback		
<b>Signature:</b>	/Mary Pat A. Weyback/		

CH \$65.00 1091057

Date:

08/02/2006

Total Attachments: 4

source=cottrelease#page1.tif

source=cottrelease#page2.tif

source=cottrelease#page3.tif

source=cottrelease#page4.tif

## RELEASE OF SECURITY INTEREST

This Release of Security Interest is made by Wachovia Bank, National Association (successor of First Union National Bank), a national banking association, having an address at 201 South College Street, Charlotte, North Carolina 28288-0680 ("Assignor") to Cott Beverages Inc., a Georgia corporation, having an address at 4211 W. Boy Scout Boulevard, Tampa Florida 33607 ("Assignee").

WHEREAS, on August 19, 1999, the Assignor, as administrative agent, entered into a credit agreement (as amended, restated, supplemented or otherwise modified, the "First Union Credit Agreement") with Cott Corporation, a corporation organized under the laws of Canada ("Cott Corporation"), its U.S. and Canadian subsidiaries (including Assignee's predecessor, Concord Beverage LP) (such subsidiaries together with Cott Corporation, the "First Union Borrowers") and the financial institutions party thereto;

WHEREAS, to secure the obligations of the First Union Borrowers under the First Union Credit Agreement, the Assignor entered into a security agreement secured by an assignment of a security interest in the trademarks VINTAGE and VINTAGE & Design and the U.S. registrations thereof, Reg. Nos. 1,091,057 and 1,273,007 (the "First Union Security");

WHEREAS, the assignment of the security interest in the First Union Security was recorded in the United States Patent and Trademark Office on February 20, 2001 at trademark reel 2237, frame 797;

WHEREAS, all obligations under the First Union Credit Agreement for which the First Union Security was assigned as collateral were satisfied in full on July 20, 2001;

WHEREAS, Cott Corporation, the Assignee, Cott Beverages Limited, a corporation incorporated under the laws of England and Wales, Macaw (Soft Drinks) Limited, a corporation incorporated under the laws of England and Wales and Cott Embotelladores de Mexico, S.A. de

C.V., a company organized under the laws of Mexico, as borrowers (collectively, the "Wachovia Borrowers"), entered into that certain Credit Agreement dated as of March 31, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Wachovia Credit Agreement") by and among such borrowers, the lenders party thereto (the "Lenders") and Wachovia Bank, National Association, as Administrative Agent and Security Trustee (the "Administrative Agent");

WHEREAS, to secure the obligations of the Wachovia Borrowers under the Wachovia Credit Agreement, the Assignor entered into a security agreement secured by an assignment of a security interest in the trademarks VINTAGE and VINTAGE & Design and the U.S. registrations thereof, Reg. Nos. 1,091,057 and 1,273,007 (the "Wachovia Security"); and

WHEREAS, the assignment of the security interest in the Wachovia Security was recorded in the United States Patent and Trademark Office on June 1, 2005 at trademark reel 3094, frame 816;

NOW, THEREFORE, good and valuable consideration being extant, the Assignor hereby acknowledges that the obligations under the First Union Credit Agreement for which the First Union Security was assigned as collateral have been fully satisfied, and

FURTHER, the Assignor hereby releases to the Assignee all of its rights, title and security interest, and any and all other interests it may have in the First Union Security; provided, however, that none of the foregoing shall release or limit the rights of the Administrative Agent, on behalf of itself and the Lenders, in the Wachovia Security and the Assignee reaffirms its grant of a security interest in the Wachovia Security. In furtherance of the foregoing proviso, the Assignee hereby grants and assigns a security interest in favor of the Administrative Agent for the benefit of the Lenders in the Wachovia Security as collateral security for the Obligations (as defined in the Wachovia Credit Agreement).

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as  
of this \_\_\_\_ day of \_\_\_\_\_, 2006.

**ASSIGNOR:**

WACHOVIA BANK, NATIONAL  
ASSOCIATION (as successor to First Union  
National Bank)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
          JORGE A. GONZALEZ  
          Managing Director

**ASSIGNEE:**

COTT BEVERAGES INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as  
of this 16<sup>th</sup> day of June, 2006.

**ASSIGNOR:**

WACHOVIA BANK, NATIONAL  
ASSOCIATION (as successor to First Union  
National Bank)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

COTT BEVERAGES INC.

By: *C Brennan*  
Name: C BRENNAN  
Title: VP TREASURER