

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/17/2010	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cott Beverages Inc.		
Street Address:	5519 West Idlewild Avenue		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33634-8016		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3614572	EMERGE	
Registration Number:	3641839	FORTIFIDO	
Registration Number:	3688035	FORTIFIDO	
Registration Number:	3558745		
Registration Number:	3702862	HOOVER'S BARREL ROOT BEER	
Registration Number:	3723436	U FORCE	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 735-3000		
Email:	shivram.sankar@skadden.com, smarquez@skadden.com		
Correspondent Name:	Shivram K. Sankar		
Address Line 1:	Four Times Square		
Address Line 2:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 4:	New York, NEW YORK 10036-6522		

CH \$165.00 3614572

900170983

TRADEMARK
REEL: 004272 FRAME: 0895

ATTORNEY DOCKET NUMBER:	139900/569
NAME OF SUBMITTER:	Shivram K. Sankar
Signature:	/Shivram K. Sankar/
Date:	09/06/2010
Total Attachments: 4 source=Supplemental TM Release - Cott Bev#page1.tif source=Supplemental TM Release - Cott Bev#page2.tif source=Supplemental TM Release - Cott Bev#page3.tif source=Supplemental TM Release - Cott Bev#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS is given as of this 17 day of August 2010 (this "Release"), between JPMorgan Chase Bank, N.A., a National Banking Association located at 1300 East Ninth St., Floor 13, Cleveland, Ohio, 44114, acting in the capacity of Administrative Collateral Agent for Lenders party to the Credit Agreement (as such terms are defined in the Security Agreement defined below) (the "Assignor") and Cott Beverages Inc., a Georgia corporation located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 (the "Assignee"). Capitalized terms used in this Release but not defined herein shall have the respective meanings ascribed to them in the U.S. Pledge and Security Agreement, dated as of March 31, 2008 by and among the Assignee, the subsidiaries of the Company party thereto, and the Assignor (the "Security Agreement").

WHEREAS, the Assignee, the subsidiaries of the Company party thereto, and the Assignor entered into the Security Agreement, and Assignor and Assignee entered into a Supplemental U.S. Trademark Security Agreement, dated April 28, 2010, which was recorded at the United States Patent and Trademark Office on May 3, 2010 at Reel 4197 / Frame 0395 (the "Supplemental Trademark Security Agreement").

WHEREAS, pursuant to the Security Agreement and the Supplemental Trademark Security Agreement, the Assignee pledged, assigned, and granted to the Assignor, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Assignee's right, title and interest, in, to, and under the following Collateral, in each case, whether owned by or owning to or thereafter acquired or arising in favor of Assignee (including under any trade name or derivations thereof), and wherever located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance in full when due, of the Secured Obligations:

- (a) all trademarks (including service marks), trade names, trade dress and trade styles, internet domain names and other source identifiers, and the registrations and applications for registration thereof including, but not limited to, the U.S. registered trademarks and service marks and the U.S. trademarks and service marks applications set forth on Schedule I hereto and the goodwill of the business symbolized by the foregoing;
- (b) all licenses of the foregoing, whether as licensee or licensor;
- (c) all renewals of the foregoing;
- (d) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof;
- (e) all rights to sue for past, present and future infringements of the foregoing;

(f) all rights corresponding to any of the foregoing throughout the world;

(g) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing; and

WHEREAS, the Assignor desires to release its security interest in the Trademark Collateral, including without limitation the Trademark Collateral set forth in Schedule I.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Assignor hereby releases its security interest in the Trademark Collateral and reassigns any and all right, title, and interest that it may have therein to Assignee.

The Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

This Release shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the state of New York.

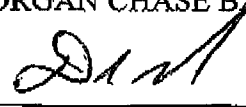
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

JPMORGAN CHASE BANK, N.A.

By: _____



Name: David J. Waugh

Title: Senior Vice President

Supplemental U.S. TM Release – Cott Beverages, Inc.

**TRADEMARK
REEL: 004272 FRAME: 0899**

SCHEDULE I

Trademarks

Mark	Reg. No.	Reg. Date	Owner
EMERGE	3614572	May 5, 2009	Cott Beverages, Inc.
FORTIFIDO	3641839	June 23, 2009	Cott Beverages, Inc.
FORTIFIDO & Design	3688035	September 29, 2009	Cott Beverages, Inc.
Fortifido Paw Print Design	3558745	January 6, 2009	Cott Beverages, Inc.
HOOVER'S BARREL ROOT BEER	3702862	October 27, 2009	Cott Beverages, Inc.
U FORCE	3723436	December 8, 2009	Cott Beverages, Inc.