

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-----------------------------------|---------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 2266170 Ontario Inc. | | 03/14/2013 | CORPORATION: ONTARIO |
| RECEIVING PARTY DATA | | | |
| Name: | The Bank of Nova Scotia, as Agent | | |
| Street Address: | West Commercial Banking Center | | |
| Internal Address: | 2 Robert Speck Parkway, 4th Floor | | |
| City: | Mississauga, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | L4Z 1H8 | | |
| Entity Type: | Canadian Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85606758 | REALCUP | |
| Serial Number: | 85606795 | REALCUP SINGLE SERVE CUPS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7168490349 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 716.856.4000 | | |
| Email: | rwatt@hodgsonruss.com | | |
| Correspondent Name: | Rachel S. Watt | | |
| Address Line 1: | Hodgson Russ LLP | | |
| Address Line 2: | 140 Pearl Street, Suite 100 | | |
| Address Line 4: | Buffalo, NEW YORK 14202-4040 | | |
| ATTORNEY DOCKET NUMBER: | 021204.00012 | | |
| DOMESTIC REPRESENTATIVE | | | |

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Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

| | |
|--|------------------------|
| NAME OF SUBMITTER: | Rachel S. Watt |
| Signature: | /rachel s. watt#46186/ |
| Date: | 03/19/2013 |
| Total Attachments: 5 source=Trademark2266170Ontario#page1.tif source=Trademark2266170Ontario#page2.tif source=Trademark2266170Ontario#page3.tif source=Trademark2266170Ontario#page4.tif source=Trademark2266170Ontario#page5.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of March 14, 2013, is between 2266170 ONTARIO INC., an Ontario corporation (the "Grantor"), and The Bank of Nova Scotia, in its capacity as agent for the "Secured Parties" as such term is defined in the Credit Agreement referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement dated as of March 14, 2013 (as amended, restated, supplemented, renewed or otherwise modified from time to time, the "Credit Agreement") with the parties identified therein as borrowers, guarantors, various financial institutions (the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, to issue or participate in letters of credit for the account of, and to make other financial accommodations to, the Grantor and such parties so identified as US Borrowers;

WHEREAS, the Grantor has executed and delivered a security agreement dated March 14, 2013 governed by the laws of Ontario, Canada (as amended or otherwise modified from time to time, the "Security Agreement") in favor of the Agent as security for its obligations under the Credit Agreement and certain other obligations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Credit Agreement or the Security Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of all of its Liabilities, the Grantor hereby assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations listed on Schedule 1 hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

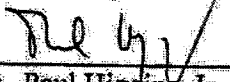
6. Governing Law. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws other than Section 5-1401 of the General Obligations Law of the State of New York. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE(S)
FOLLOW(S)]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

GRANTOR:

2266170 ONTARIO INC.
(an Ontario corporation)

By: 
Name: Paul Higgins, Jr.
Title: Co-Chief Executive Officer

By: 
Name: Michael S. Higgins
Title: Co-Chief Executive Officer

AGENT:

THE BANK OF NOVA SCOTIA, as Agent

Name: _____
Title: _____

[Signature Page--Trademark Security Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

GRANTOR:

2266170 ONTARIO INC.
(an Ontario corporation)

By: _____
Name: Paul Higgins, Jr.
Title: Co-Chief Executive Officer

By: _____
Name: Michael S. Higgins
Title: Co-Chief Executive Officer

AGENT:

THE BANK OF NOVA SCOTIA, as Agent

Name: _____
Title: Robert Boomhour
Director

[Signature Page - Trademark Security Agreement]

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TRADEMARK
REEL: 004985 FRAME: 0187

**SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT**

TRADE MARKS

| TITLE | REGISTRATION/ FILE NUMBER | REGISTRATION/ FILING DATE | STATUS & COUNTRY |
|-----------------------------------|--------------------------------------|--------------------------------------|---------------------------------|
| REALCUP | 85/606758 | April 24, 2012 | Pending - United States |
| REALCUP SINGLE SERVE CUPS Logo | 85/606795 | April 24, 2012 | Pending - United States |

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