

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S. & D. Coffee, Inc., also known as S&D Coffee, Inc. and S & D Coffee, Inc.		08/31/2016	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1300 East Ninth St.
Internal Address:	Floor 13
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	3696889	ALL-IN-ONE ICED COFFEE FLAVOR FUSION
Registration Number:	3112054	AMERICAN SELECT
Registration Number:	4214856	BEAN RIVER ROASTERS
Registration Number:	3331660	BUFFALO & SPRING
Registration Number:	3370476	BUFFALO & SPRING COFFEES OF DISTINCTION
Registration Number:	3846213	CAFFTIVATE
Registration Number:	4800233	CEDAR SPRINGS COFFEE SHACK
Registration Number:	4805020	CONSTANT COFFEE
Registration Number:	2515823	DARK SKY CAFE
Registration Number:	2952739	DAY STARTER
Registration Number:	2261280	
Registration Number:	4778085	DOWN HOME DARK ROAST
Registration Number:	2061697	EUROPEAN SELECT
Registration Number:	3637127	GLOBAL BLEND
Registration Number:	4809206	HORCHATA PIÑATA
Registration Number:	2717663	JAVA LANE
Registration Number:	4566758	JAVA LANE

CH \$1490.00 3696889

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3363524	JAVA VALLEY
Registration Number:	1998504	KONA CLASSIC
Registration Number:	971484	LINCOLNSHIRE
Registration Number:	3090741	MANGROVE BAY
Registration Number:	4622325	MILK PLEASE
Registration Number:	4625649	MILK SPLASH
Registration Number:	3663399	NEW RIVER
Registration Number:	1052542	NITRO-PAK
Registration Number:	3696888	PERFECT ICED COFFEE
Registration Number:	2321985	PREMIUM GOLD
Registration Number:	3879014	PREMIUM GOLD
Registration Number:	3291877	RACE ZONE
Registration Number:	2637090	RED SKY BLEND
Registration Number:	2897909	ROOM MATE
Registration Number:	3122091	ROYAL DOWRY CHOCOLATES
Registration Number:	840594	S & D
Registration Number:	2514671	S&D COFFEE, INC.
Registration Number:	3383002	S&D COFFEE, INC
Registration Number:	3993057	SIMPLY COFFEE
Registration Number:	4626068	SIR STRAWBERRY SWIRL
Registration Number:	4800234	SLIPPERY ROCK COFFEE SHOP
Registration Number:	4778216	SPLASH LANDING
Registration Number:	3257113	START ZONE
Registration Number:	1678013	SUITE SYSTEMS
Registration Number:	4800235	TALL OAKS COFFEE HOUSE
Registration Number:	3851104	TEAFINITY
Registration Number:	4455932	TEAFINITY BAGLESS TEA
Registration Number:	2181541	THE COFFEE ZONE
Registration Number:	2500747	THE JAVA GROVE
Registration Number:	4893318	THE MOST IMPORTANT BRAND IS YOURS
Registration Number:	68024	VICTOR
Registration Number:	3018270	WAKE ZONE
Serial Number:	86041667	AMERICA'S SMARTEST COFFEE & TEA CO.
Serial Number:	86013527	S&D
Serial Number:	86013486	S&D COFFEE & TEA
Serial Number:	85881205	SIMPLY COFFEE
Serial Number:	86961258	SIMPLY COFFEE
Serial Number:	85536854	SIMPLY TEA

Property Type	Number	Word Mark
Serial Number:	86678838	SIMPLYONE
Serial Number:	87120680	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Serial Number:	87120682	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Serial Number:	86451847	LIL' SPLASHERS

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 139900/569

NAME OF SUBMITTER: Rebecca Rodal

SIGNATURE: /rebecca rodal/

DATE SIGNED: 09/01/2016

Total Attachments: 8

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U.S. TRADEMARK SECURITY AGREEMENT (JOINDER)

This U.S. TRADEMARK SECURITY AGREEMENT (JOINDER) (this "Agreement"), dated as of August 31, 2016, is made and entered into by S. & D. Coffee, Inc., a North Carolina corporation with an address at c/o of the Borrower Representative, Cott Corporation Corporation Cott, 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 (the "Grantor") and JPMorgan Chase Bank, N.A., a National Banking Association located at 1300 East Ninth St., Floor 13, Cleveland, Ohio, 44114, in its capacity as administrative collateral agent for the Lenders party to the Amended and Restated Credit Agreement referred to below (in such capacity, the "Administrative Collateral Agent").

RECITALS:

WHEREAS, Cott Corporation Corporation Cott, a corporation organized under the laws of Canada, Cott Beverages Inc., a Georgia corporation, Cliffstar LLC, a Delaware limited liability company, Cott Beverages Limited, a company organized under the laws of England and Wales, as Borrowers, and DS Services of America, Inc., a Delaware corporation, the other Loan Parties party thereto (collectively, the "Original Loan Parties"), the Lenders party thereto, JPMorgan Chase Bank, N.A., London Branch, as UK Security Trustee, JPMorgan Chase Bank, N.A., as Administrative Agent and Administrative Collateral Agent, Wells Fargo Capital Finance, LLC (as successor to General Electric Capital Corporation), as Co-Collateral Agent, and each of the other parties party thereto entered into that certain Credit Agreement, dated as of August 17, 2010 (as amended, restated, supplemented or modified from time to time prior to August 3, 2016, the "Original Credit Agreement"), which was amended and restated pursuant to that certain Amendment and Restatement Agreement dated as of August 3, 2016 (the Original Credit Agreement as so amended and restated, and as it may be further amended, restated, supplemented or modified from time to time, the "Amended and Restated Credit Agreement");

WHEREAS, the Original Loan Parties and the Administrative Collateral Agent also entered into that certain U.S. Pledge and Security Agreement, dated as of August 17, 2010 (as it may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), pursuant to which each Original Loan Party pledged, assigned and granted to the Administrative Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Original Loan Party's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), in each case whether then owned by or owing to, or thereafter acquired by or arising in favor of such Original Loan Party (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Original Loan Party, and regardless of where located, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, in connection with the Amended and Restated Credit Agreement, each Original Loan Party entered into a Reaffirmation Agreement; Grant and Amendment No. 3 to U.S. Security Agreement, dated as of August 3, 2016 (as it may be amended, restated, supplemented or modified from time to time, the "Reaffirmation Agreement") pursuant to which,

among other things, certain amendments were made to the Security Agreement and each Original Loan Party pledged, assigned and granted to the Administrative Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Original Loan Party's right, title and interest in, to and under all Collateral (as defined in the Security Agreement) to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to that certain Joinder Agreement dated as of August 11, 2016, among the Grantor and the other New Subsidiaries (as defined therein) party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent under the Amended and Restated Credit Agreement (as it may be amended, restated, supplemented or modified from time to time, the "Joinder Agreement"), the Grantor was joined as a Loan Party, Loan Guarantor and Borrower under the Amended and Restated Credit Agreement and as a Grantor under the Security Agreement. Pursuant to the Joinder Agreement, the Grantor agreed to be bound by all of the terms, provisions and conditions contained in the Security Agreement, and, as security for the payment and performance in full of the Secured Obligations, the Grantor created and granted to the Administrative Collateral Agent, on behalf and for the ratable benefit of the Secured Creditors, a security interest in all of Grantor's right, title and interest in, to and under the Collateral of the Grantor; and

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Security Agreement, the Reaffirmation Agreement and the Joinder Agreement, the Grantor is required to execute and deliver this Agreement, and pledge, assign and grant to the Administrative Collateral Agent a security interest in certain intellectual property.

NOW, THEREFORE, in consideration of the above premises, the Grantor and the Administrative Collateral Agent, on behalf of the Lenders, hereby agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms defined in the Amended and Restated Credit Agreement, Security Agreement, Reaffirmation Agreement or Joinder Agreement and used herein have the meaning given to them in the Amended and Restated Credit Agreement, Security Agreement, Reaffirmation Agreement or Joinder Agreement, as applicable.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby pledges, assigns and grants to the Administrative Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following personal property and other assets, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Trademark Collateral"), to secure the prompt and complete payment and performance 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) the right to sue for past, present and future infringements of the foregoing;
- (f) all rights corresponding to any of the foregoing throughout the world; and
- (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.

Notwithstanding the foregoing, the Trademark Collateral shall not include any Excluded Assets, including any application for registration of a Trademark which was filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such Trademark unless and until a Statement of Use pursuant to 15 USC 1051(d) or an Amendment to Allege Use pursuant to 15 USC 1051(c) has been filed, but only to the extent that a grant of security interest in such application prior to such filing would render such trademark application void or unenforceable.

Section 3. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Collateral Agent pursuant to the Security Agreement, Reaffirmation Agreement and Joinder Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, Reaffirmation Agreement and Joinder Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, Reaffirmation Agreement or Joinder Agreement, the Administrative Collateral Agent shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE GRANTOR AND THE ADMINISTRATIVE COLLATERAL AGENT ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING 5-1401 OF THE GENERAL OBLIGATION LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS).

Section 5. Counterparts

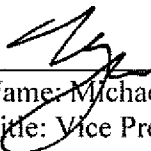
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement. The Administrative Collateral Agent may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this U.S. TRADEMARK SECURITY AGREEMENT (JOINDER) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:


S. & D. COFFEE, INC.

By:  _____
Name: Michael James
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Administrative Collateral Agent

By: _____


Name: David J. Waugh
Title: Authorized Officer

SCHEDULE I
TO
U.S. TRADEMARK SECURITY AGREEMENT
(JOINDER)

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
ALL-IN-ONE ICED COFFEE FLAVOR FUSION	3,696,889	10/13/2009	77/569,802	9/15/2008	S&D Coffee, Inc.
AMERICAN SELECT	3,112,054	7/4/2006	78/678,280	7/26/2005	S&D Coffee, Inc.
AMERICA'S SMARTEST COFFEE & TEA CO.	N/A	N/A	86/041,667	8/19/2013	S&D Coffee, Inc.
BEAN RIVER ROASTERS	4,214,856	9/25/2012	85/295,416	4/14/2011	S&D Coffee, Inc.
BUFFALO & SPRING	3,331,660	11/6/2007	78/746,463	11/3/2005	S&D Coffee, Inc.
BUFFALO & SPRING COFFEES OF DISTINCTION & Design	3,370,476	1/15/2008	78/758,374	11/21/2005	S&D Coffee, Inc.
CAFFTIVATE	3,846,213	9/7/2010	77/749,658	6/2/2009	S&D Coffee, Inc.
CEDAR SPRINGS COFFEE SHACK	4,800,233	8/25/2015	86/011,184	7/16/2013	S&D Coffee, Inc.
CONSTANT COFFEE	4,805,020	9/1/2015	86/282,413	5/15/2014	S&D Coffee, Inc.
DARK SKY CAFE	2,515,823	12/4/2001	76/021,450	4/10/2000	S&D Coffee, Inc.
DAY STARTER	2,952,739	5/17/2005	76/538,288	8/19/2003	S&D Coffee, Inc.
Design Only (COFFEE PLANT IN AN OVAL)	2,261,280	7/13/1999	74/732,633	9/21/1995	S&D Coffee, Inc.
DOWN HOME DARK ROAST	4,778,085	7/21/2015	86/154,995	12/31/2013	S&D Coffee, Inc.
EUROPEAN SELECT	2,061,697	5/13/1997	74/383,852	4/29/1993	S&D Coffee, Inc.
GLOBAL BLEND	3,637,127	6/9/2009	77/681,848	3/2/2009	S&D Coffee, Inc.
HORCHATA PINATA	4,809,206	9/8/2015	86/100,048	10/24/2013	S&D Coffee, Inc.
JAVA LANE	2,717,663	5/20/2003	75/607,755	12/15/1998	S&D Coffee, Inc.
JAVA LANE	4,566,758	7/15/2014	86/013,456	7/18/2013	S&D Coffee, Inc.
JAVA VALLEY	3,363,524	1/1/2008	78/812,231	2/10/2006	S&D Coffee, Inc.
KONA CLASSIC	1,998,504	9/3/1996	74/383,854	4/29/1993	S&D Coffee, Inc.
LIL' SPLASHERS	N/A	N/A	86/451,847	11/12/2014	S&D Coffee, Inc.
LINCOLNSHIRE	971,484	10/23/1973	72/449,215	2/20/1973	S&D Coffee, Inc.
MANGROVE BAY	3,090,741	5/9/2006	76/585,704	4/7/2004	S&D Coffee, Inc.
MILK PLEASE	4,622,325	10/14/2014	86/056,699	9/5/2013	S&D Coffee, Inc.
MILK SPLASH	4,625,649	10/21/2014	85/889,463	3/28/2013	S&D Coffee, Inc.
NEW RIVER	3,663,399	8/4/2009	77/656,752	1/26/2009	S&D Coffee, Inc.
NITRO-PAK	1,052,542	11/9/1976	73/038,627	12/3/1974	S&D Coffee, Inc.
PERFECT ICED COFFEE & Design	3,696,888	10/13/2009	77/569,795	9/15/2008	S&D Coffee, Inc.
PREMIUM GOLD	2,321,985	2/22/2000	75/713,065	5/25/1999	S&D Coffee, Inc.
PREMIUM GOLD	3,879,014	11/23/2010	77/938,854	2/18/2010	S&D Coffee, Inc.

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Owner</u>
RACE ZONE	3,291,877	9/11/2007	78/730,845	10/11/2005	S&D Coffee, Inc.
RED SKY BLEND	2,637,090	10/15/2002	76/252,699	5/5/2001	S&D Coffee, Inc.
ROOM MATE	2,897,909	10/26/2004	76/513,600	5/12/2003	S&D Coffee, Inc.
ROYAL DOWRY CHOCOLATES	3,122,091	7/25/2006	78/595,905	3/28/2005	S&D Coffee, Inc.
S&D	N/A	N/A	86/013,527	7/18/2013	S&D Coffee, Inc.
S&D & Design (PERCULATOR)	840,594	12/12/1967	72/257,311	10/26/1966	S&D Coffee, Inc.
S&D COFFEE & TEA & Design	N/A	N/A	86/013,486	7/18/2013	S&D Coffee, Inc.
S&D COFFEE, INC.	2,514,671	12/4/2001	76/091,906	7/19/2000	S&D Coffee, Inc.
S&D COFFEE, INC. & Design (PERCULATOR)	3,383,002	2/12/2008	78/746,481	11/3/2005	S&D Coffee, Inc.
SIMPLY COFFEE	N/A	N/A	85/881,205	3/20/2013	S&D Coffee, Inc.
SIMPLY COFFEE	3,993,057	7/12/2011	85/177,587	11/16/2010	S&D Coffee, Inc.
SIMPLY COFFEE	N/A	N/A	86/961,258	4/1/2016	S&D Coffee, Inc.
SIMPLY TEA	N/A	N/A	85/536,854	2/8/2012	S&D Coffee, Inc.
SIMPLYONE	N/A	N/A	86/678,838	6/30/2015	S&D Coffee, Inc.
SIR STRAWBERRY SWIRL	4,626,068	10/21/2014	86/056,721	9/5/2013	S&D Coffee, Inc.
SLIPPERY ROCK COFFEE SHOP	4,800,234	8/25/2015	86/011,191	7/16/2013	S&D Coffee, Inc.
SPLASH LANDING	4,778,216	7/21/2015	86/206,225	2/27/2014	S&D Coffee, Inc.
START ZONE	3,257,113	6/26/2007	78/730,853	10/11/2005	S&D Coffee, Inc.
SUITE SYSTEMS	1,678,013	3/3/1992	74/142,027	2/25/1991	S&D Coffee, Inc.
TALL OAKS COFFEE HOUSE	4,800,235	8/25/2015	86/011,198	7/16/2013	S&D Coffee, Inc.
TEAFINITY	3,851,104	9/21/2010	77/748,633	6/1/2009	S&D Coffee, Inc.
TEAFINITY BAGLESS TEA	4,455,932	12/24/2013	85/658,724	6/22/2012	S&D Coffee, Inc.
THE COFFEE ZONE	2,181,541	8/11/1998	75/274,820	4/15/1997	S&D Coffee, Inc.
THE JAVA GROVE	2,500,747	10/23/2001	75/662,318	3/17/1999	S&D Coffee, Inc.
THE MOST IMPORTANT BRAND IS YOURS	4,893,318	1/26/2016	86/041,643	8/19/2013	S&D Coffee, Inc.
VICTOR (Stylized)	68,024	3/3/1908	71/031,336	11/25/1907	S&D Coffee, Inc.
WAKE ZONE	3,018,270	11/22/2005	76/513,601	5/12/2003	S&D Coffee, Inc.
RAIZ SUSTAINABILITY ROOTED IN IMPACT & Design	N/A	N/A	87/120,680	7/29/2016	S&D Coffee, Inc.
RAIZ SUSTAINABILITY ROOTED IN IMPACT & Design	N/A	N/A	87/120,682	7/29/2016	S&D Coffee, Inc.