

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397222

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cott Beverages Inc.		08/31/2016	Corporation: GEORGIA
Cliffstar LLC		08/31/2016	Limited Liability Company: DELAWARE

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: 56

Property Type	Number	Word Mark
Registration Number:	1865388	BERRY-DACTYL
Registration Number:	3662236	CHADWICK BAY
Registration Number:	3791642	CHADWICK BAY
Registration Number:	3768307	CHADWICK BAY
Registration Number:	1931437	COOLY-SAURUS
Registration Number:	3842394	CRANSTAR 90
Registration Number:	3865778	EXACT
Registration Number:	700638	GOLDEN CROWN
Registration Number:	966665	GOLDEN CROWN
Registration Number:	1694722	GOLDEN CROWN
Registration Number:	1882418	GOLDEN CROWN
Registration Number:	1870758	GRAPE-A-DON
Registration Number:	2263293	HARBORSIDE
Registration Number:	4429259	HARBORSIDE
Registration Number:	3385483	HARVEST CLASSIC
Registration Number:	3779599	HARVEST CLASSIC
Registration Number:	2351102	JUICEY MAGIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2394075	SHANSTAR
Registration Number:	3657785	SHANSTAR
Registration Number:	1870759	STEGASAURUS
Registration Number:	2163690	TRAXX
Registration Number:	1856389	ALASKAN FALLS
Registration Number:	1776022	AMERICAN CLASSIC
Registration Number:	4377137	AQUA MIST
Registration Number:	4103147	BAY ESTATE TEA CO.
Registration Number:	4227380	CLOUDBURST PEACH GRAPEFRUIT
Registration Number:	4050731	COCONUT WAVE
Registration Number:	4004400	COTT
Registration Number:	679364	COTT
Registration Number:	2186730	DR. STRIPES
Registration Number:	2237271	DR. VESS
Registration Number:	3880679	FREEDOM FROM THIRST
Registration Number:	1956754	FRUIT MIST
Registration Number:	3134313	FRUIT MIST
Registration Number:	4302289	GOOD SHOT
Registration Number:	3702862	HOOVER'S BARREL ROOT BEER
Registration Number:	4219232	HYDROSPHERE CRANBERRY
Registration Number:	3412299	INKED
Registration Number:	1507436	IT'S COTT TO BE GOOD!
Registration Number:	3758493	LOOPY LIMON
Registration Number:	3781937	MISH MASH MOUNTAIN
Registration Number:	3995272	MISTAYA
Registration Number:	2196482	MOUNTAIN STARS
Registration Number:	4302290	ON-THE-GO GOODNESS
Registration Number:	4227315	PRECIPITATION WATERMELON
Registration Number:	3331023	RED RAIN
Registration Number:	3129255	SO CLEAR
Registration Number:	2495194	STARS & STRIPES
Registration Number:	2713932	STARS & STRIPES
Registration Number:	4223120	ORANGE PASSIONFRUIT STORM SURGE
Registration Number:	555776	VESS
Registration Number:	1091057	VINTAGE
Registration Number:	1273007	VINTAGE
Registration Number:	110004	WHISTLE
Registration Number:	3149060	VINTAGE

Property Type	Number	Word Mark
Registration Number:	3149059	VINTAGE

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
(REAFFIRMATION GRANT)**

This U.S. TRADEMARK SECURITY AGREEMENT (REAFFIRMATION GRANT) (this "Agreement"), dated as of August 31, 2016, is made and entered into by Cott Beverages Inc., a Georgia corporation located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 ("Cott Beverages") and Cliffstar LLC, a Delaware limited liability company located at One Cliffstar Ave., Dunkirk, NY 14048 ("Cliffstar") (each, a "Grantor" and, collectively, the "Grantors") 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 Corporation"), Cott Beverages, Cliffstar, 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, 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, each Grantor 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 Grantor 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 Grantor'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 Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, 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 Security Agreement, (a) Cott Beverages and Cliffstar also entered into that certain U.S. Trademark Security Agreement dated as of August 17, 2010 in favor of the Administrative Collateral Agent, which was filed with the United States Patent and Trademark Office on August 31, 2010 at Reel/Frame No. 4270/0206, (b) Cott Corporation entered into that certain Trademark Security Agreement dated as of August 17, 2010,

in favor of the Administrative Collateral Agent, which was filed with the United States Patent and Trademark Office on August 20, 2010 at Reel/Frame No. 4264/0738, and (c) Cott Beverages and Cliffstar entered into that certain U.S. Trademark Security Agreement (Supplemental) dated as of May 9, 2012 in favor of the Administrative Collateral Agent, which was filed with the United States Patent and Trademark Office on May 11, 2012 at Reel/Frame No. 4778/0024 (collectively, the "Trademark Security Agreements"), pursuant to which each of such 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 party's right, title and interest in, to and under certain trademark collateral, in each case, whether then owned by or owing to, or thereafter acquired by or arising in favor of such party, and wherever located, to secure the prompt and complete payment and performance in full when due, of the Secured Obligations;

WHEREAS, in connection with the Amended and Restated Credit Agreement, each Grantor 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: (a) certain amendments were made to the Security Agreement, (b) each Grantor reaffirmed each Lien it granted in favor of the Administrative Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement as in effect immediately prior to the Restatement Effective Date) and any Liens that were otherwise created or arose in favor of the Administrative Collateral Agent for the benefit of the Secured Parties and (c) in furtherance of such reaffirmation, each Grantor 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 its 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); and

WHEREAS, in connection with the Reaffirmation Agreement, each Grantor desires to hereby reaffirm the Lien it granted in certain intellectual property collateral in favor of the Administrative Collateral Agent granted pursuant to the Security Agreement and Trademark Security Agreements, as further described herein, 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 Grantors 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, Trademark Security Agreements or Reaffirmation Agreement and used herein have the meaning given to them in the Amended and Restated Credit Agreement, Security Agreement, Trademark Security Agreements or Reaffirmation Agreement, as applicable.

Section 2. Reaffirmation of Liens

Each Grantor hereby reaffirms each Lien it granted in the Trademark Collateral (as defined below) in favor of the Administrative Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement as in effect immediately prior to the Restatement Effective Date) and any Liens in the Trademark Collateral that were otherwise created or arose in favor of the Administrative Collateral Agent for the benefit of the Secured Parties, and reaffirms each other right and obligation, in each case, under or as set forth in the Security Agreement and each of the Trademark Security Agreements to which such Grantor is a party.

Section 3. Grant of Security Interest in Trademarks

In furtherance of the reaffirmations set forth in the Reaffirmation Agreement and Section 2 hereof, each 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 such 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 such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such 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 a 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 4. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Administrative Collateral Agent pursuant to the Security Agreement, Trademark Security Agreements and Reaffirmation Agreement, and each 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 and reaffirmed hereby are more fully set forth in the Security Agreement, Trademark Security Agreements and Reaffirmation 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, Trademark Security Agreements or Reaffirmation Agreement, the Administrative Collateral Agent shall determine, in its discretion, which terms shall control.

Section 5. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN ANY 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 6. Counterparts

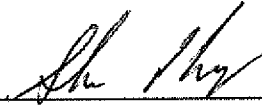
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or 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]

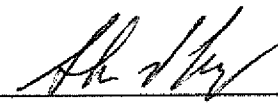
IN WITNESS WHEREOF, each Grantor has caused this U.S. TRADEMARK SECURITY AGREEMENT (REAFFIRMATION GRANT) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CLIFFSTAR LLC

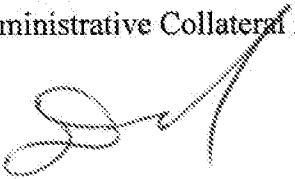
By: 
Name: Shane Perkey
Title: Treasurer

COTT BEVERAGES INC.

By: 
Name: Shane Perkey
Title: Treasurer

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
(REAFFIRMATION GRANT)

Trademark No.	Trademark	Registration Date	Owner
1,865,388	BERRY-DACTYL	11/29/1994	Cliffstar LLC
3,662,236	CHADWICK BAY	7/28/2009	Cliffstar LLC
3,791,642	CHADWICK BAY	5/18/2010	Cliffstar LLC
3,768,307	CHADWICK BAY & Design	3/30/2010	Cliffstar LLC
1,931,437	COOLY-SAURUS	10/31/1995	Cliffstar LLC
3,842,394	CRANSTAR 90	8/31/2010	Cliffstar LLC
3,865,778	EXACT	10/19/2010	Cliffstar LLC
700,638	GOLDEN CROWN	7/5/1960	Cliffstar LLC
966,665	GOLDEN CROWN	8/21/1973	Cliffstar LLC
1,694,722	GOLDEN CROWN	6/16/1992	Cliffstar LLC
1,882,418	GOLDEN CROWN	3/07/1995	Cliffstar LLC
1,870,758	GRAPE-A-DON	12/27/1994	Cliffstar LLC
2,263,293	HARBORSIDE	7/20/1999	Cliffstar LLC
4,429,259	HARBORSIDE	11/5/2013	Cliffstar LLC
3,385,483	HARVEST CLASSIC	2/19/2008	Cliffstar LLC
3,779,599	HARVEST CLASSIC	4/20/2010	Cliffstar LLC
2,351,102	JUICEY MAGIC	5/23/2000	Cliffstar LLC
2,394,075	SHANSTAR	10/10/2000	Cliffstar LLC
3,657,785	SHANSTAR	7/21/2009	Cliffstar LLC
1,870,759	STEGASAUROS	12/27/1994	Cliffstar LLC
2,163,690	TRAXX	6/9/1998	Cliffstar LLC
1,856,389	ALASKAN FALLS & Design	9/27/1994	Cott Beverages Inc.
1,776,022	AMERICAN CLASSIC	6/8/1993	Cott Beverages Inc.
4,377,137	AQUA MIST	7/30/2013	Cott Beverages Inc.
4,103,147	BAY ESTATE TEA CO.	2/21/2012	Cott Beverages Inc.
4,227,380	CLOUDBURST PEACH GRAPEFRUIT	10/16/2012	Cott Beverages Inc.
4,050,731	COCONUT WAVE	11/1/2011	Cott Beverages Inc.
4,004,400	COTT	8/2/2011	Cott Beverages Inc.
679,364	Cott (Stylized)	5/26/1959	Cott Beverages Inc.
2,186,730	DR. STRIPES	9/1/1998	Cott Beverages Inc.
2,237,271	DR. VESS	4/6/1999	Cott Beverages Inc.
3,880,679	FREEDOM FROM THIRST	11/23/2010	Cott Beverages Inc.
1,956,754	FRUIT MIST	2/13/1996	Cott Beverages Inc.
3,134,313	FRUIT MIST	8/22/2006	Cott Beverages Inc.
4,302,289	GOOD SHOT & Design	3/12/2013	Cott Beverages Inc.
3,702,862	HOOVER'S BARREL ROOT BEER	10/27/2009	Cott Beverages Inc.

4,219,232	HYDROSPHERE CRANBERRY	10/2/2012	Cott Beverages Inc.
3,412,299	INKED	4/15/2008	Cott Beverages Inc.
1,507,436	IT'S COTT TO BE GOOD!	10/4/1988	Cott Beverages Inc.
3,758,493	LOOPY LIMON	3/9/2010	Cott Beverages Inc.
3,781,937	MISH MASH MOUNTAIN	4/27/2010	Cott Beverages Inc.
3,995,272	MISTAYA	7/12/2011	Cott Beverages Inc.
2,196,482	MOUNTAIN STARS	10/13/1998	Cott Beverages Inc.
4,302,290	ON-THE-GO GOODNESS	3/12/2013	Cott Beverages Inc.
4,227,315	PRECIPITATION WATERMELON	10/16/2012	Cott Beverages Inc.
3,331,023	RED RAIN	11/6/2007	Cott Beverages Inc.
3,129,255	SO CLEAR	8/15/2006	Cott Beverages Inc.
2,495,194	STARS & STRIPES	10/9/2001	Cott Beverages Inc.
2,713,932	STARS & STRIPES	5/6/2003	Cott Beverages Inc.
4,223,120	STORM SURGE ORANGE PASSIONFRUIT	10/9/2012	Cott Beverages Inc.
555,776	VESS (Stylized)	3/11/1952	Cott Beverages Inc.
1,091,057	VINTAGE	5/9/1978	Cott Beverages Inc.
1,273,007	VINTAGE & Design	4/3/1984	Cott Beverages Inc.
110,004	WHISTLE (Stylized)	4/25/1916	Cott Beverages Inc.
3,149,060	VINTAGE	9/26/2006	Cott Beverages Inc.
3,149,059	VINTAGE & Design	9/26/2006	Cott Beverages Inc.