

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564557

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		02/28/2020	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	S. & D. Coffee, Inc., successor-in-interest to Wallingford Coffee Mills Inc.
<b>Also Known As:</b>	S&D Coffee, Inc. and S & D Coffee, Inc.
<b>Street Address:</b>	300 Concord Parkway South
<b>City:</b>	Concord
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28027
<b>Entity Type:</b>	Corporation: NORTH CAROLINA

## PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	3696889	ALL-IN-ONE ICED COFFEE FLAVOR FUSION
Registration Number:	3112054	AMERICAN SELECT
Registration Number:	5266202	AMERICA'S SMARTEST COFFEE & TEA CO.
Registration Number:	2479088	AROMA ALLEY
Registration Number:	4214856	BEAN RIVER ROASTERS
Registration Number:	3331660	BUFFALO & SPRING
Registration Number:	3370476	BUFFALO & SPRING COFFEES OF DISTINCTION
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:	4809206	HORCHATA PIÑATA
Registration Number:	2717663	JAVA LANE
Registration Number:	4566758	JAVA LANE
Registration Number:	3606923	JAVA TO GO

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:	5312898	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Registration Number:	2637090	RED SKY BLEND
Registration Number:	2897909	ROOM MATE
Registration Number:	3122091	ROYAL DOWRY CHOCOLATES
Registration Number:	5137840	S&D
Registration Number:	840594	S & D
Registration Number:	5281484	S&D COFFEE & TEA
Registration Number:	2514671	S&D COFFEE, INC.
Registration Number:	3383002	S&D COFFEE, INC
Registration Number:	3993057	SIMPLY COFFEE
Registration Number:	5038645	SIMPLY COFFEE
Registration Number:	5362338	SIMPLY COFFEE
Registration Number:	4626068	SIR STRAWBERRY SWIRL
Registration Number:	4800234	SLIPPERY ROCK COFFEE SHOP
Registration Number:	4778216	SPLASH LANDING
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
Registration Number:	1066867	WALLINGFORD
Serial Number:	87120682	RAIZ SUSTAINABILITY ROOTED IN IMPACT

**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 LLP**Address Line 1:** Four Times Square**Address Line 2:** Monique L. Ribando**Address Line 4:** New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	139900/569
<b>NAME OF SUBMITTER:</b>	Christine McLellan
<b>SIGNATURE:</b>	//Christine McLellan//
<b>DATE SIGNED:</b>	02/28/2020

**Total Attachments: 8**

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**RELEASE OF SECURITY INTEREST IN SPECIFIED U.S. TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN SPECIFIED U.S. TRADEMARKS (this “Release”) is entered into as of February 28, 2020 by 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 Credit Agreement referred to below (the “Assignor”), in favor of S. & D. Coffee, Inc., also known as S&D Coffee, Inc. and S & D Coffee, Inc., a North Carolina corporation that is successor-in-interest to Wallingford Coffee Mills Inc., an Ohio corporation (“WCMI”) and that has offices located at 300 Concord Parkway South, Concord, NC 28027 (“S&D”) (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement, Security Agreement, 2016 Reaffirmation Agreement, 2018 Reaffirmation Agreement, 2016 Joinder Agreement, 2019 Joinder Agreement or such Trademark Security Agreement, as applicable.

**WHEREAS**, reference is made to that certain:

- a) Amended and Restated Credit Agreement, dated as of August 3, 2016, by and among Cott Corporation Corporation Cott, a corporation organized under the laws of Canada (“Cott Corporation”), 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, and DS Services of America, Inc., a Delaware corporation (“DS Services”), and certain other subsidiaries of Cott Corporation party thereto, as Borrowers and/or Guarantors, 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, and each of the other parties party thereto (as amended, restated, supplemented or modified from time to time, the “Prior Credit Agreement”);
- b) Second Amended and Restated Credit Agreement, dated as of January 30, 2018, by and among Cott Corporation, Aquaterra Corporation, a corporation organized under the laws of Canada, Cott Holdings Inc., a Delaware corporation (“Cott Holdings”), DS Services, S&D, Aimia Foods Limited, a company organized under the laws of England and Wales, and certain subsidiaries of Cott Corporation party thereto, as Borrowers and/or Guarantors, 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 and each of the other parties party thereto (the “Restated Credit Agreement”; the Prior Credit Agreement, as amended and restated by the Restated Credit Agreement and as it may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);
- c) U.S. Pledge and Security Agreement, dated as of August 17, 2010, by and among the Assignor, Cott Corporation, and the other grantors named therein (as it may be amended, restated, supplemented or modified from time to time, the “Security Agreement”);
- d) Reaffirmation Agreement; Grant and Amendment No. 3 to U.S. Security Agreement, dated as of August 3, 2016, by and among the Assignor, Cott Corporation, and the other parties

thereto (as it may be amended, restated, supplemented or modified from time to time, the “2016 Reaffirmation Agreement”);

- e) Joinder Agreement, dated as of August 11, 2016, by and among the Assignor, S&D and the New Subsidiaries (as defined therein) party thereto (as it may be amended, restated, supplemented or modified from time to time, the “2016 Joinder Agreement”);
- f) Reaffirmation and Security Agreement, dated as of January 30, 2018, by and among the Assignor, S&D, DS Services, and the other parties party thereto (as it may be amended, restated, supplemented or modified from time to time, the “2018 Reaffirmation Agreement”);
- g) Joinder Agreement, dated as of March 28, 2019, by and between the Assignor and WCMI, (as it may be amended, restated, supplemented or modified from time to time, the “2019 Joinder Agreement”), pursuant to which WCMI was joined as a Loan Party, Loan Guarantor and Borrower under the Second Amended and Restated Credit Agreement and as a Grantor under the Security Agreement;
- h) U.S. Trademark Security Agreement (Joinder), dated as of August 31, 2016, by and between the Assignor and S&D (“2016 Joinder Trademark Security Agreement”);
- i) U.S. Trademark Security Agreement (Supplemental), dated as of January 30, 2018, by and among the Assignor, S&D and DS Services (“Supplemental Trademark Security Agreement”);
- j) U.S. Trademark Security Agreement (Reaffirmation Grant), dated as of January 30, 2018, by and among the Assignor, Cott Holdings, DS Services, and S&D (“Reaffirmation Trademark Security Agreement”); and
- k) Trademark Security Agreement (Joinder), dated as of March 28, 2019, by and between the Assignor and WCMI (“2019 Joinder Trademark Security Agreement”, and collectively with the 2016 Joinder Trademark Security Agreement, the Supplemental Trademark Security Agreement and the Reaffirmation Trademark Security Agreement, the “Trademark Security Agreements”);

**WHEREAS**, WCMI was merged up and into Wallingford Holding, Inc., an Ohio corporation (“WHI”), effective as of December 28, 2019, and WHI was merged up and into S&D, effective as of December 28, 2019; and (i) the Certificate of Merger of WCMI into WHI was recorded with the United States Patent and Trademark Office (“USPTO”) on January 3, 2020 at Reel/Frame No. 6830/0324; and (ii) the Articles of Merger of WHI into S&D was recorded with the USPTO on January 3, 2020 at Reel/Frame No. 6830/0350;

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement, the 2016 Joinder Agreement, the 2018 Reaffirmation Agreement, the 2019 Joinder Agreement, and the Trademark Security Agreements, in furtherance of the reaffirmations set forth in the 2018 Reaffirmation Agreement and Section 2 of the Reaffirmation Trademark 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 personal property and other assets, in each case, whether then owned by or owing to, or thereafter acquired by or arising in favor of the Assignee (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Assignee, 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 thereto 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 then or thereafter 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.

**WHEREAS**, (i) the 2016 Joinder Trademark Security Agreement was recorded with the USPTO on September 1, 2016 at Reel/Frame No. 5869/0059; (ii) the Supplemental Trademark Security Agreement was recorded with the USPTO on January 30, 2018 at Reel/Frame No. 6260/0978; (iii) the Reaffirmation Trademark Security Agreement was recorded with the USPTO on January 31, 2018 at Reel/Frame No. 6262/0683; and (iv) the 2019 Joinder Trademark Security Agreement was recorded with the USPTO on June 30, 2019 at Reel/Frame No. 6682/0297; and

**WHEREAS**, pursuant to that certain Partial Release Letter, dated as of February 28, 2020, each of Cott Corporation and Cott Holdings certified to the Assignor that Cott Holdings plans to sell all the equity and assets of S&D, including the U.S. registered trademarks and service marks and the U.S. trademark and service mark applications set forth on Schedule I hereto (the "Specified Trademarks") and Specified Trademark Collateral (as defined below) related thereto, which sale has been consummated as of February 28, 2020.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all of the Assignee's right, title and interest in, to and under the following Collateral (the "Specified Trademark Collateral"): (i) the Specified Trademarks, (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) 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; (v) the right to sue for past, present and future infringements of the foregoing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) 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.

The Assignor hereby authorizes the Assignee or the Assignee's designee to record this Release with the USPTO.

For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Trademark Collateral and to no other Collateral. The Assignor continues to maintain, without interruption or impairment, its security interest in all Trademark Collateral other than the Specified Trademark Collateral. The provisions of the Security Agreement, 2018 Reaffirmation Agreement, and Trademark Security Agreements shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE ASSIGNEE AND THE ASSIGNOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS RELEASE, 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).**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,  
as Assignor

By: Donna DiForio  
Name: Donna DiForio  
Title: Authorized Officer

Signature Page to Release of Security Interest in Specified U.S. Trademarks

TRADEMARK  
REEL: 006878 FRAME: 0671



**SCHEDULE I**  
to  
**RELEASE OF SECURITY INTEREST IN SPECIFIED U.S. TRADEMARKS**

Specified Trademarks

Country	Trademark	App. Number	Filing Date	Reg. Number	Reg. Date	Owner
United States	ALL-IN-ONE ICED COFFEE FLAVOR FUSION	77/569,802	15-Sep-08	3696889	13-Oct-09	S&D Coffee, Inc.
United States	AMERICAN SELECT	78/678,280	26-Jul-05	3112054	4-Jul-06	S&D Coffee, Inc.
United States	AMERICA'S SMARTEST COFFEE & TEA CO.	86/041,667	19-Aug-13	5266202	15-Aug-17	S&D Coffee, Inc.
United States	AROMA ALLEY	75/776,659	16-Aug-99	2479088	21-Aug-01	S&D Coffee, Inc.
United States	BEAN RIVER ROASTERS	85/295,416	14-Apr-11	4214856	25-Sep-12	S&D Coffee, Inc.
United States	BUFFALO & SPRING	78/746,463	3-Nov-05	3331660	6-Nov-07	S&D Coffee, Inc.
United States	BUFFALO & SPRING COFFEES OF DISTINCTION AND DESIGN	78/758,374	21-Nov-05	3370476	15-Jan-08	S&D Coffee, Inc.
United States	CEDAR SPRINGS COFFEE SHACK	86/011,184	16-Jul-13	4800233	25-Aug-15	S&D Coffee, Inc.
United States	CONSTANT COFFEE	86/282,413	15-May-14	4805020	1-Sep-15	S&D Coffee, Inc.
United States	DARK SKY CAFE	76/021,450	10-Apr-00	2515823	4-Dec-01	S&D Coffee, Inc.
United States	DAY STARTER	76/538,288	19-Aug-03	2952739	17-May-05	S&D Coffee, Inc.
United States	DESIGN ONLY (COFFEE PLANT IN AN OVAL)	74/732,633	21-Sep-95	2261280	13-Jul-99	S&D Coffee, Inc.
United States	DOWN HOME DARK ROAST	86/154,995	31-Dec-13	4778085	21-Jul-15	S&D Coffee, Inc.
United States	EUROPEAN SELECT	74/383,852	29-Apr-93	2061697	13-May-97	S&D Coffee, Inc.
United States	HORCHATA PINATA	86/100,048	24-Oct-13	4809206	8-Sep-15	S&D Coffee, Inc.
United States	JAVA LANE	75/607,755	15-Dec-98	2717663	20-May-03	S&D Coffee, Inc.
United States	JAVA LANE	86/013,456	18-Jul-13	4566758	15-Jul-14	S&D Coffee, Inc.
United States	JAVA TO GO	77/318,206	31-Oct-07	3606923	14-Apr-09	S&D Coffee, Inc.

Country	Trademark	App. Number	Filing Date	Reg. Number	Reg. Date	Owner
United States	JAVA VALLEY	78/812,231	10-Feb-06	3363524	1-Jan-08	S&D Coffee, Inc.
United States	KONA CLASSIC	74/383,854	29-Apr-93	1998504	3-Sep-96	S&D Coffee, Inc.
United States	LINCOLNSHIRE	72/449,215	20-Feb-73	971484	23-Oct-73	S&D Coffee, Inc.
United States	MANGROVE BAY	76/585,704	7-Apr-04	3090741	9-May-06	S&D Coffee, Inc.
United States	MILK PLEASE	86/056,699	5-Sep-13	4622325	14-Oct-14	S&D Coffee, Inc.
United States	MILK SPLASH	85/889,463	28-Mar-13	4625649	21-Oct-14	S&D Coffee, Inc.
United States	NEW RIVER	77/656,752	26-Jan-09	3663399	4-Aug-09	S&D Coffee, Inc.
United States	NITRO-PAK	73/038,627	3-Dec-74	1052542	9-Nov-76	S&D Coffee, Inc.
United States	PERFECT ICED COFFEE & DESIGN	77/569,795	15-Sep-08	3696888	13-Oct-09	S&D Coffee, Inc.
United States	PREMIUM GOLD	75/713,065	25-May-99	2321985	22-Feb-00	S&D Coffee, Inc.
United States	PREMIUM GOLD	77/938,854	18-Feb-10	3879014	23-Nov-10	S&D Coffee, Inc.
United States	RACE ZONE	78/730,845	11-Oct-05	3291877	11-Sep-07	S&D Coffee, Inc.
United States	RAIZ SUSTAINABILITY ROOTED IN IMPACT and Logo	87/120,680	29-Jul-16	5312898	17-Oct-17	S&D Coffee, Inc.
United States	RAIZ SUSTAINABILITY ROOTED IN IMPACT and Logo	87/120,682	29-Jul-16			S&D Coffee, Inc.
United States	RED SKY BLEND	76/252,699	5-May-01	2637090	15-Oct-02	S&D Coffee, Inc.
United States	ROOM MATE	76/513,600	12-May-03	2897909	26-Oct-04	S&D Coffee, Inc.
United States	ROYAL DOWRY CHOCOLATES	78/595,905	28-Mar-05	3122091	25-Jul-06	S&D Coffee, Inc.
United States	S&D	86/013,527	18-Jul-13	5137840	7-Feb-17	S&D Coffee, Inc.
United States	S&D & DESIGN (PERCULATOR)	72/257,311	26-Oct-66	840594	12-Dec-67	S&D Coffee, Inc.
United States	S&D COFFEE & TEA & Design	86/013,486	18-Jul-13	5281484	5-Sep-17	S&D Coffee, Inc.
United States	S&D COFFEE, INC.	76/091,906	19-Jul-00	2514671	4-Dec-01	S&D Coffee, Inc.
United States	S&D COFFEE, INC. AND DESIGN (PERCULATOR)	78/746,481	3-Nov-05	3383002	12-Feb-08	S&D Coffee, Inc.
United States	SIMPLY COFFEE	85/177,587	16-Nov-10	3993057	12-Jul-11	S&D Coffee, Inc.
United States	SIMPLY COFFEE	85/881,205	20-Mar-13	5038645	13-Sep-16	S&D Coffee, Inc.
United States	SIMPLY COFFEE	86/961,258	1-Apr-16	5362338	26-Dec-17	S&D Coffee, Inc.
United States	SIR STRAWBERRY SWIRL	86/056,721	5-Sep-13	4626068	21-Oct-14	S&D Coffee, Inc.
United States	SLIPPERY ROCK COFFEE SHOP	86/011,191	16-Jul-13	4800234	25-Aug-15	S&D Coffee, Inc.
United States	SPLASH LANDING	86/206,225	27-Feb-14	4778216	21-Jul-15	S&D Coffee, Inc.
United States	SUITE SYSTEMS	74/142,027	25-Feb-91	1678013	3-Mar-92	S&D Coffee, Inc.
United States	TALL OAKS COFFEE HOUSE	86/011,198	16-Jul-13	4800235	25-Aug-15	S&D Coffee, Inc.
United States	TEAFINITY	77/748,633	1-Jun-09	3851104	21-Sep-10	S&D Coffee, Inc.
United States	TEAFINITY BAGLESS TEA	85/658,724	22-Jun-12	4455932	24-Dec-13	S&D Coffee, Inc.
United States	THE COFFEE ZONE	75/274,820	15-Apr-97	2181541	11-Aug-98	S&D Coffee, Inc.

<b>Country</b>	<b>Trademark</b>	<b>App. Number</b>	<b>Filing Date</b>	<b>Reg. Number</b>	<b>Reg. Date</b>	<b>Owner</b>
United States	THE JAVA GROVE	75/662,318	17-Mar-99	2500747	23-Oct-01	S&D Coffee, Inc.
United States	THE MOST IMPORTANT BRAND IS YOURS	86/041,643	19-Aug-13	4893318	26-Jan-16	S&D Coffee, Inc.
United States	VICTOR	71/031,336	25-Nov-07	68024	3-Mar-08	S&D Coffee, Inc.
United States	WAKE ZONE	76/513,601	12-May-03	3018270	22-Nov-05	S&D Coffee, Inc.
United States	WALLINGFORD	73/082,867	5-Apr-76	1066867	31-May-77	S&D Coffee, Inc.

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