

08-03-2001

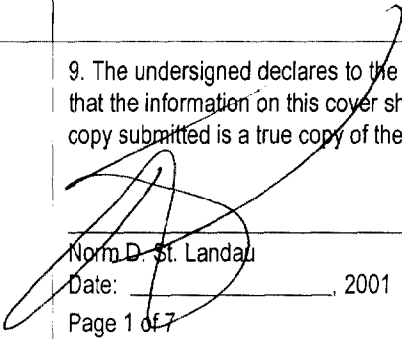


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7.31.01



DRINKER BIDDLE 101798811

1500 K Street, N.W., Suite 1100
Washington, D.C. 20005-1209
(202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p>ROYAL CROWN COMPANY, INC. A Delaware corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>BCB USA CORP. A Georgia corporation 207 Queen's Quay West, Suite 340 Toronto, Ontario, Canada M5J 1A7</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: June 19, 2001 3B. EFFECTIVE DATE: June 19, 2001</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: ___ No: <u>X</u></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: ___ No: <u>X</u></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached? NO</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 540,457 – COTT (stylized)</p> <p>Additional numbers attached? 4</p>
<p>Norm D. St. Landau, Esq. Drinker, Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: 5</p> <p>7. TOTAL FEE: \$140.00 – Check Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCOUNT NO. 50-0573</p> <p>Our Ref: 31567.300</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p></p> <p>Norm D. St. Landau Date: _____, 2001 Page 1 of 7</p>

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01 FC:481
02 FC:482

40.00 DP
100.00 DP

31567.300-304
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FILED BY COURIER
July 31, 2001

TRADEMARK
REEL: 002339 FRAME: 0435

SCHEDULE A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
COTT (Stylized)	0540457	April 3, 1951
COTT (Stylized)	0679364	May 26, 1959
COTT	0749859	May 21, 1963
IT'S COTT TO BE GOOD	1507436	October 4, 1988
COTT (Stylized)	2021327	December 3, 1996

TRADEMARK ASSIGNMENT

This Trademark Assignment is dated as of July 19, 2001 (this "Assignment") from and by Royal Crown Company, Inc., a Delaware corporation ("Assignor"), in favor of BCB USA Corp., a Georgia corporation ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of June 13, 2001 by and among Seller, Cott Corporation, a Canada corporation and Assignee (the "Asset Purchase Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Asset Purchase Agreement), Assignor has agreed to sell certain of the Assets to Assignee; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign, transfer and convey all of its right, title and interest in and to the marks listed on Schedule A attached hereto (collectively, the "Marks"), any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business developed through the use thereof to Assignee.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, grant and deliver, free and clear of all Encumbrances, other than Permitted Encumbrances, all of Assignor's right, title, and interest in and to solely the Marks (exclusive of any Excluded Assets), any pending applications for registration or registrations therefor, all common law rights related thereto and the goodwill of the business symbolized by the Marks to Assignee to be held and enjoyed by the Assignee, its successors, assigns and other legal representatives and any and all rights to sue for, collect and retain damages predicated solely on present or future infringements of the Marks, as well as all other claims and rights to damages associated solely with the Marks, whether predicated on past, present or future actions or omissions, and whether currently known or unknown.

2. Further Assurances. (a) Assignor agrees to execute and deliver at a future date any additional documents, at Assignee's expense, that Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks.

(b) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to

register and record ownership in trademark registrations and applications for registration of trademarks to record Assignee as the assignee and owner of any and all of Assignor's rights in the Marks.

(c) Assignor's assignment of the Marks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all of Assignor's rights (legal, equitable, use and otherwise) solely in the Marks whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in or to the Marks.

3. Amendment. This Assignment may be amended or modified only by a written instrument signed by both of the parties hereto.

4. Asset Purchase Agreement. To the extent that any provision contained in this Trademark Assignment conflicts or is inconsistent with the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed in any number of duplicate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

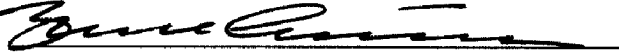
6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and permitted assigns.

7. Governing Law. The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Assignment shall be determined and enforced in accordance with the substantive laws of the State of New York without giving effect to principles of conflicts of law thereunder.

[Signature page follows]


IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

ROYAL CROWN COMPANY, INC.

By: 
Name: Bruce Futterer
Title: Senior Vice President and Secretary

ACCEPTED:

BCB USA CORP.

By: 
Name: Mark Halperin
Title: Senior Vice President and Secretary

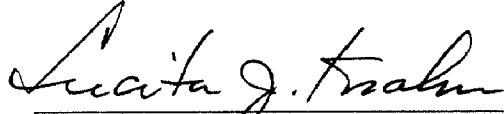
[Signature page to Trademark Assignment]

STATE OF New York

: ss.:

COUNTY OF New York

On this 19th day of July, 2001 before me personally appeared Mark Halperin, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he is the Senior Vice President and Secretary of BCB USA Corp., a Georgia corporation, which executed the foregoing Trademark Assignment; and that he signed his name thereto pursuant to authority granted to him by the board of directors of such corporation.



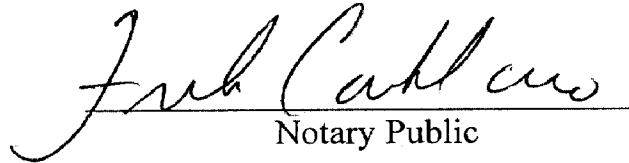
Notary Public

LUCITA J. KRAHN
Notary Public, State of New York
No. 01KR4817854
Qualified in Queens County
Certificate Filed in New York County
Commission Expires 10/31/2001

STATE OF NY)
COUNTY OF NY) : ss.:

On this 19th day of July, 2001 before me personally appeared Bruce Futterer, to me known to be the person who executed the foregoing Trademark Assignment, who being by me duly sworn, deposes and says that he is the Senior Vice President and Secretary of Royal Crown Company, Inc., a Delaware corporation, which executed the foregoing Trademark Assignment; and that he signed his name thereto pursuant to authority granted to him by the board of directors of such corporation.

FRANK CARTOLANO
Notary Public, State of New York
No. 02CA5064087
Qualified in Westchester County
Commission Expires 08/05/2002


Notary Public