

06-12-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REI 7



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102119787

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BCB USA

6.5.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Phar-Mor, Inc.

Internal

Address:

Street Address: 20 Federal Plaza West

City: Youngstown State: OH Zip: 44501-0400

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Pennsylvania Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,030,765;

2,055,861; 2,057,870; 2,063,708

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason L. Berk

Internal Address: Arter & Hadden LLP

1100 Huntington Building

Street Address: 925 Euclid Avenue

City: Cleveland State: OH Zip: 44115-1475

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jason L. Berk

Name of Person Signing

Signature

June 5, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

06/12/2002 GTDN11 00000012 2030765

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 40.00 OP 02 FC:482 275.00 OP

TRADEMARK REEL: 002523 FRAME: 0864

4.B. Continuation of Trademark Registration Nos.

Reg. No.

2,072,212

2,089,549

2,095,525

2,107,571

2,134,747

2,167,836

2,167,837

2,257,373

659201_1
75965/14813

ASSIGNMENT

WHEREAS, BCB USA Corp., a Georgia corporation with a principal place of business at 5605 Whitesville Road, Suite 201, Columbus, Georgia ("BCB USA"), adopted and used the marks set forth on Schedule A (the "Marks"), and registered them with the United States Patent and Trademark Office;

WHEREAS, effective December 22, 1999, BCB USA assigned its interest in the Marks to Cott Corporation, a Canadian corporation, having a principal address at 207 Queen's Quay West, Suite 340, Toronto, Ontario M5J 1A7, Canada ("Cott"). That assignment document was recorded with the PTO at reel 002169/frame 0883; and

WHEREAS, Phar-Mor, Inc., a Pennsylvania corporation, having a principal address at 20 Federal Plaza West, P.O. Box 400, Youngstown, Ohio 44501-0400 ("Phar-Mor"), acquired all rights, title and interest in and to the Marks, the goodwill of the business symbolized thereby, and the registrations therefor effective July 5, 2001, and wishes to ratify and confirm said assignment in a document suitable for recordation in the PTO;

NOW, THEREFORE, good and valuable consideration being extant, Cott ratifies and confirms that it has assigned, and hereby assigns to Phar-Mor, effective as of July 5, 2001, all of its rights, title and interest in and to the Marks, the goodwill of the business symbolized thereby and the registrations therefor.

Cott further ratifies and confirms that it assigned, effective as of July 5, 2001, and hereby assigns to Phar-Mor all right to sue for, to receive and to hold damages and profits accruing from past infringement of the Marks.

Cott further ratifies and confirms that Phar-Mor is the owner of all right, title and interest in and to the Marks, the goodwill of the business symbolized thereby and the registrations therefor.

[CONTINUED ON NEXT PAGE]

Cott further warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the Marks of which Phar-Mor is not aware, and that it believes it has good and valid title to the Marks to assign to Phar-Mor.

COTT CORPORATION

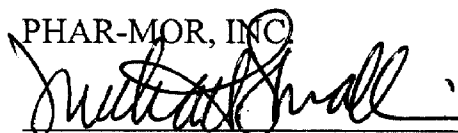
Date: August 29, 2001

By: 

Title: Exec VP

PHAR-MOR, INC

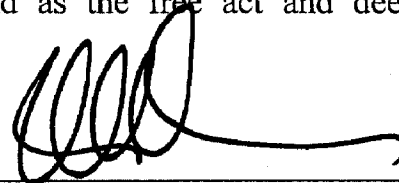
Date: April 25, 2002

By: 

Title: VP

_____: ss.

On this 29 day of August, 2001, personally appeared Paul Richardson to me known and known to me to be the Executive Vice President of Cott Corporation, and acknowledged that s/he executed the foregoing Assignment as her/his free act and deed and as the free act and deed of said corporation.



Notary Public
My commission expires. _____

(Seal)

SCHEDULE A
MARKS

<u>Reg. No.</u>	<u>Mark</u>	<u>Registered</u>	<u>Class(es)</u>
2,030,765	Q&V HEAVENLY!	1/14/97	30
2,055,861	Q&V CHEESE BLAST	4/22/97	30
2,057,870	Q&V TEXAS FIZZ!	4/29/97	32
2,063,708	Q&V OUTRAGEOUS!	5/20/97	30
2,072,212	Q&V INCREDIBLE!	6/17/97	30
2,089,549	Q&V THE MAX	8/19/97	30
2,095,525	Q&V CITRUS BLAST! & Design	9/09/97	32
2,107,571	Q&V PEACH MIST & Design	10/21/97	32
2,134,747	Q&V XXXX MIST & Design	2/03/98	32
2,167,836	Q&V (Stylized)	6/23/98	30, 32
2,167,837	Q&V	6/23/98	30, 32
2,257,373	Q&V BUENO	6/29/99	30

31570.343/118009
DC316818\2

RECORDED: 06/05/2002

TRADEMARK
REEL: 002523 FRAME: 0868