

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cott Corporation Corporation Cott		08/17/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East Ninth Street, Floor 13		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3159373	FRUIT MELODIES	
Registration Number:	3149060	VINTAGE	
Registration Number:	3149059	VINTAGE	
CORRESPONDENCE DATA			
Fax Number:	(917)777-3468		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 735-3468		
Email:	Faith.Robinson@skadden.com		
Correspondent Name:	Shivram Sankar		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	139900/569		
NAME OF SUBMITTER:	Shivram Sankar		

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Signature:	/Shivram Sankar/
Date:	08/20/2010
Total Attachments: 12 source=Cott Corporation to JPMorgan Chase - TM Security Interest#page1.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page2.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page3.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page4.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page5.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page6.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page7.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page8.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page9.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page10.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page11.tif source=Cott Corporation to JPMorgan Chase - TM Security Interest#page12.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 17, 2010, is between Cott Corporation Corporation Cott, a Canadian corporation located at 6525 Viscount Road, Mississauga, Ontario, L4V 1H6 ("Grantor"), and JPMorgan Chase Bank, N.A., acting in the capacity of Administrative Collateral Agent for Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Collateral Agent").

R E C I T A L S :

The Grantor, Cott Beverages Inc. ("Cott Beverages"), Cliffstar LLC ("Cliffstar", and together with Cott Beverages, the "U.S. Co-Borrowers"), Cott Beverages Limited (the "UK Borrower," and together with the Grantor and the U.S. Co-Borrowers, collectively the "Borrowers"), the other Loan Parties, JPMorgan Chase Bank, N.A., as Administrative Agent and as Administrative Collateral Agent, JPMorgan Chase Bank, N.A., London Branch, in its capacity as UK Security Trustee, the Lenders party thereto and certain other parties thereto are entering into a Credit Agreement, dated as of August 17, 2010 (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement").

Grantor is also entering into a Canadian Pledge and Security Agreement, dated as of August 17, 2010 (the "Security Agreement"), by and among the Grantor, the subsidiaries of the Grantor party thereto and the Administrative Collateral Agent, in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement. Pursuant to the Security Agreement, 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 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 now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade name or derivatives thereof) and whether owned or consigned by or to, or leased from or to, 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); and

Pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

ACCORDINGLY, 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 Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

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 Grantor's right, title and interest in, to and under the following Collateral, in each case, whether

now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor, and wherever located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance in full when due, 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 registered trademarks and service marks and the trademarks and service mark 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 application for registration of a Trademark that was filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademark, unless and until a "Statement of Use" pursuant to 15 USC 1051(d), or 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, and 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 made and granted hereby are more fully set forth in the Security 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, the Administrative Collateral Agent shall determine, in its discretion, which terms shall control.

Section 4. Choice of Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

GRANTOR:

**COTT CORPORATION CORPORATION
COTT**

By: _____



Name: Michael R. Zimmerman

Title: Vice President and Treasurer

EXECUTION COPY

ACCEPTED AND AGREED
as of the date first above written:

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

By: 
Name: David J. Lewis
Title: SRP





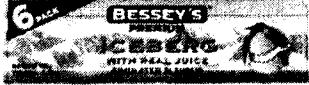
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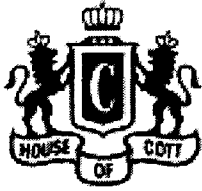


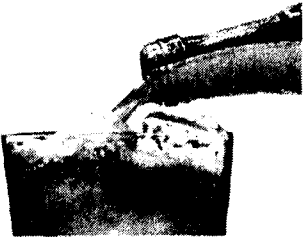
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TO
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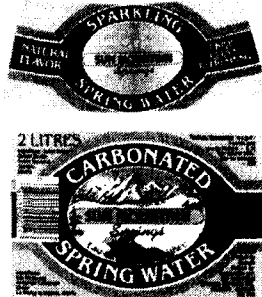


A. REGISTERED TRADEMARKS

Canadian Registrations

Owner	Registration Number	Registration Date	Trade-mark
Cott Corporation Corporation Cott	TMA211456	January 16, 1976	 ALLAN & DESIGN
Cott Corporation Corporation Cott	TMA192404	July 6, 1973	 ALLAN & DESIGN
Cott Corporation Corporation Cott	TMA200922	August 2, 1974	 ALLAN DESIGN
Cott Corporation Corporation Cott	TMA243083	April 11, 1980	 ALLANADE DESIGN
Cott Corporation Corporation Cott	TMA176290	May 21, 1971	APPIA
Cott Corporation Corporation Cott	TMA677482	November 22, 2006	AQUEL
Cott Corporation Corporation Cott	TMA464925	October 25, 1996	 BESSEY'S ICEBERG & PENGUIN DESIGN
Cott Corporation Corporation Cott	TMA318708	September 19, 1986	BESSEY'S ROYALE

Owner	Registration Number	Registration Date	Trade-mark
Cott Corporation Corporation Cott	TMA242067	March 28, 1980	BESSEY'S TOMATO LITE
Cott Corporation Corporation Cott	TMA314791	May 30, 1986	CHATEAU
Cott Corporation Corporation Cott	TMA169911	July 3, 1970	CHATEAU DRY
Cott Corporation Corporation Cott	TMA152274	July 28, 1967	CHRISTIN
Cott Corporation Corporation Cott	TMA677662	November 27, 2006	COLA KICKER
Cott Corporation Corporation Cott	TMA681297	February 7, 2007	COTT
Cott Corporation Corporation Cott	TMA166849	December 12, 1969	 COTT DESIGN
Cott Corporation Corporation Cott	TMA454922	March 1, 1996	COTT UP
Cott Corporation Corporation Cott	TMA560006	April 9, 2002	DAZZLE
Cott Corporation Corporation Cott	TMA183886	June 23, 1972	DENIS
Cott Corporation Corporation Cott	TMA245838	May 30, 1980	 DENIS & DESSIN
Cott Corporation Corporation Cott	TMA447006	September 1, 1995	DESERT DRINX
Cott Corporation Corporation Cott	TMA557585	February 7, 2002	DRACOLA
Cott Corporation Corporation Cott	TMA249257	August 8, 1980	ELITE
Cott Corporation Corporation Cott	TMA456723	April 26, 1996	FIRST SQUEEZE
Cott Corporation Corporation Cott	TMA316011	July 4, 1986	FIZZ-UP
Cott Corporation Corporation Cott	TMA476159	May 13, 1997	FRUIT MIST
Cott Corporation Corporation Cott	TMA498545	August 12, 1998	FRUIT RIOT
Cott Corporation Corporation Cott	TMA200531	July 12, 1974	GIGGLE
Cott Corporation Corporation Cott	TMA601461	February 5, 2004	HIKO

Owner	Registration Number	Registration Date	Trade-mark
Cott Corporation Corporation Cott	TMA669184	August 2, 2006	 HOUSE OF COTT & DESIGN
Cott Corporation Corporation Cott	TMA738392	April 24, 2009	INKED
Cott Corporation Corporation Cott	TMA486670	December 10, 1997	 IT'S CLEAR, IT'S COOL... IT'S ENDLESS SUMMER & DESIGN
Cott Corporation Corporation Cott	TMA169219	May 15, 1970	IT'S COTT TO BE GOOD
Cott Corporation Corporation Cott	UCA003822	September 7, 1934	KIK
Cott Corporation Corporation Cott	TMA492119	March 30, 1998	LEMON BLASTER
Cott Corporation Corporation Cott	TMA318709	September 19, 1986	MY MILKMAN/MON LAITIER
Cott Corporation Corporation Cott	TMA244724	May 9, 1980	NICE-N-LITE
Cott Corporation Corporation Cott	TMA458835	June 7, 1996	 PIRATE & DESSIN
Cott Corporation Corporation Cott	TMA515952	August 31, 1999	PLAYA PUNCH
Cott Corporation Corporation Cott	TMA204387	January 10, 1975	 POP BOTTLE & DESIGN

Owner	Registration Number	Registration Date	Trade-mark
Cott Corporation Corporation Cott	TMA654659	December 8, 2005	RED RAIN
Cott Corporation Corporation Cott	TMA297662	November 30, 1984	ROYAL CREST BEVERAGES
Cott Corporation Corporation Cott	TMA335965	December 31, 1987	SUN MOUNTAIN
Cott Corporation Corporation Cott	TMA343501	August 5, 1988	 SUN MOUNTAIN SPRINGS & DESIGN
Cott Corporation Corporation Cott	TMA541530	February 26, 2001	 SUPER FRUIT & Design
Cott Corporation Corporation Cott	TMA740094	May 13, 2009	 TATTOO DESIGN
Cott Corporation Corporation Cott	TMA492120	March 30, 1998	TEA BLASTER
Cott Corporation Corporation Cott	TMA171028	September 4, 1970	VERCHERES

***United States
Registrations***

Owner	Registration Number	Registration Date	Trade-mark
Cott Corporation	3,159,373	10/17/06	FRUIT MELODIES


Owner	Registration Number	Registration Date	Trade-mark
Cott Corporation	3,149,060	9/26/06	VINTAGE
Cott Corporation	3,149,059	9/26/06	VINTAGE


International Registrations

Country	Owner	Registration Number	Date	Trade-mark
Benelux	Cott Corporation	581344	14-NOV-1995	COTT
China	Cott Corporation	3638090	07-Feb-2005	AQUEL
Liberia	Cott Corporation	41289/274	18-Nov-1959	ROYAL CROWN
Mexico	Cott Corporation	1047802	30-Jun-2008	AGUA MIST / AQUA MIST
Mexico	Cott Corporation	1005619	05-Oct-2007	AMERICAN CLASSIC
Mexico	Cott Corporation	1005618	05-Oct-2007	AQUEL
Mexico	Cott Corporation	1004667	27-Sep-2007	COTT EAU NATURELLE
Mexico	Cott Corporation	1005625	05-Oct-2007	DR. EXTREME
Mexico	Cott Corporation	1011396	15-Nov-2007	DR. STRIPES
Mexico	Cott Corporation	1005624	05-Oct-2007	EMERGE
Mexico	Cott Corporation	1004666	27-Sep-2007	GL-7
Mexico	Cott Corporation	1005623	05-Oct-2007	GLFIT
Mexico	Cott Corporation	1005621	05-Oct-2007	MOUNTAIN STARS
Mexico	Cott Corporation	1060056	09-Sep-2008	ORIENT EMPORIUM TEA CO.
Mexico	Cott Corporation	1005622	05-Oct-2007	SILVER PEAK
Mexico	Cott Corporation	1005614	05-Oct-2007	SO CLEAR
Mexico	Cott Corporation	1005615	05-Oct-2007	SO CLEAR
Mexico	Cott Corporation	516113	31-Jan-1996	STARS & STRIPES
Mexico	Cott Corporation	1097377	24-Apr-2009	STARS & STRIPES & Design
Mexico	Cott Corporation	1005620	05-Oct-2007	STARS UP
Mexico	Cott Corporation	1005617	05-Oct-2007	SUN MOUNTAIN
Mexico	Cott Corporation	1005616	05-Oct-2007	TWICE UP
Singapore	Cott Corporation	T0310179A	08-Jul-2003	AQUEL
Spain	Cott Corporation	1951513 M8	05-OCT-1995	COTT
Suriname	Cott Corporation	7389	08-Oct-1971	ROYAL CROWN
Suriname	Cott Corporation	7390	08-Oct-1971	RC

B. TRADEMARK APPLICATIONS

Canadian Applications

Owner	Application Number	Date	Trade-mark
Cott Corporation Corporation Cott	1345771	May 1, 2007	A BETTER FIT FOR AN ACTIVE LIFE
Cott Corporation Corporation Cott	1386561	March 7, 2008	ACAI-BLU
Cott Corporation Corporation Cott	1412860	September 30, 2008	ANTIDOTE
Cott Corporation Corporation Cott	1435169	April 20, 2009	BONE CHILLIN'
Cott Corporation Corporation Cott	1422405	December 18, 2008	BRAZILIAN BERRY
Cott Corporation Corporation Cott	1362389	September 5, 2007	BRIGHT WAVE
Cott Corporation Corporation Cott	1422407	December 18, 2008	CHIKARA
Cott Corporation Corporation Cott	1388872	March 26, 2008	COTT ROQT
Cott Corporation Corporation Cott	1289942	February 14, 2006	DETONATE
Cott Corporation Corporation Cott	1344388	April 20, 2007	DRINK TWICE DAILY
Cott Corporation Corporation Cott	1422402	December 18, 2008	DRUIDIC
Cott Corporation Corporation Cott	1363038	September 10, 2007	EMERGE
Cott Corporation Corporation Cott	1422404	December 18, 2008	EURO CITRUS
Cott Corporation Corporation Cott	1383323	February 13, 2008	FORTOFIDO...FOR THE DOG YOU LOVE
Cott Corporation Corporation Cott	1377228	December 21, 2007	 FORTIFIDO FORTIFIDO & PAW DESIGN
Cott Corporation Corporation Cott	1331895	January 18, 2007	GRIM REAPER
Cott Corporation Corporation Cott	1313396	August 17, 2006	JASMINE SUMANA TEA
Cott Corporation Corporation Cott	1313388	August 17, 2006	OOLONG JAHINI TEA
Cott Corporation Corporation Cott	1312288	August 9, 2006	ORIENT EMPORIUM TEA CO.
Cott Corporation Corporation Cott	1422408	December 18, 2008	OROBUS

Owner	Application Number	Date	Trade-mark
Cott Corporation Corporation Cott	1367000	October 10, 2007	OZMOZ
Cott Corporation Corporation Cott	1377230	December 21, 2007	 PAW DESIGN
Cott Corporation Corporation Cott	1343929	April 18, 2007	POTENTIA
Cott Corporation Corporation Cott	1289944	February 14, 2006	PREDATOR
Cott Corporation Corporation Cott	1356643	July 20, 2007	RATIO WATER
Cott Corporation Corporation Cott	1370541	November 2, 2007	RED HARD
Cott Corporation Corporation Cott	1237946-1	January 22, 2010	RED RAIN
Cott Corporation Corporation Cott	1237947	November 19, 2004	RED RAVE
Cott Corporation Corporation Cott	1422403	December 18, 2008	RESURGENT RASBERRY
Cott Corporation Corporation Cott	1473153	March 15, 2010	ROOIBOS TEREMA TEA
Cott Corporation Corporation Cott	1288436	February 2, 2006	SOCLEAR
Cott Corporation Corporation Cott	1313392	August 17, 2006	YADUMO BLACK TEA

United States Applications

Nil.

International Applications

Nil.