

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Amtcor Ltd.	02/28/2011
RECEIVING PARTY DATA	
Name:	Cott Beverages Inc.
Street Address:	5519 West Idlewild Avenue
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33634
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D469697
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Law Offices of Robert F. Zielinski, LLC
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ATTORNEY DOCKET NUMBER:	COTT-20030
NAME OF SUBMITTER:	Robert F. Zielinski
Total Attachments: 3 source=COTT ASSIGNMENT#page1.tif source=COTT ASSIGNMENT#page2.tif source=COTT ASSIGNMENT#page3.tif	

PATENT

PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** (the "Patent Assignment"), effective as of February 28, 2011 (the "Effective Date"), is made and given by Amcor Ltd., an Australian corporation located at 109 Burwood Road, Hawthorn, 3122 Victoria, Australia ("Assignor"), to and for the benefit of Cott Beverages Inc., an affiliate of Cott Corporation, located at 5519 West Idlewild Avenue, Tampa, FL 33634 ("Assignee").

WHEREAS, Amcor Rigid Plastics USA, Inc. ("ARP") and Assignee have entered into that certain Equipment Purchase Agreement, dated February 28, 2011 (the "EPA"), pursuant to which ARP agreed to cause Assignor to sell, convey, assign and transfer to Assignee all of Assignor's right, title, and interest in and to United States Design Patent US D469,697 S ("Assigned Patent"); and

WHEREAS, pursuant to the EPA, ARP agreed to cause Assignor to make and execute this Patent Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Assigned Patent, which is exclusive, including any continuations, divisions, continuations-in-part, reissues or extensions thereof and including the subject matter of all claims which may be obtained therefrom together with all rights of recovery and claims for damages, costs and expenses by reason of past, present or future infringement or other unauthorized use, with the right to sue and collect the same, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representative, as fully and entirely as the same would have been held and enjoyed by the said Seller if this Patent Assignment and sale had not been made.
2. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office Commissioner for Patents and any other applicable (local or foreign) governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the sole and exclusive owner of the Assigned Patent.
3. Successors and Assigns. This Patent Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their permitted successors and assigns.
4. Further Assurance. Assignor and its affiliates will take such additional actions, do such additional things and make, sign, execute and/or record all such additional papers, documents, assignments, acknowledgements, confirmations

and other undertakings as may be appropriate to more fully vest and confirm in Assignee full, complete, exclusive, marketable and indefeasible title in and to the Assignment Patent.

5. Counterparts. The parties hereto may execute this Patent Assignment in one or more counterparts, each of which shall be deemed an original, but all counterparts taken together shall constitute one and the same agreement.
6. Headings. The headings of the sections of this Patent Assignment are inserted for convenience only and shall not be deemed to constitute a part hereof.
7. Equipment Purchase Agreement Controls. Nothing contained in this Patent Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any party under the EPA. If any provision of this Patent Assignment is inconsistent or conflicts with the EPA, the EPA shall control.
8. Governing Law. This Patent Assignment shall be governed by, and construed in accordance with, the laws of the State of Michigan.

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

AMCOR LTD.

By: James M. McElyea
Name: James M. McElyea
Title: Attorney in Fact

THE STATE OF MICHIGAN

County of Washtenaw

This instrument was executed before me on this 28st day of February, 2011, by James M. McElyea, the Attorney in Fact of Amcor Ltd., an Australian corporation, on behalf of said corporation.

Linda Lemons
Notary Public in and for the State of Michigan

Linda Lemons
Name:

My commission expires June 8, 2011