

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS	
CONVEYING PARTY DATA		
Name		Execution Date
NIAGARA BOTTLING, LLC		02/22/2017
RECEIVING PARTY DATA		
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT	
Street Address:	1525 WEST W.T. HARRIS BOULEVARD	
Internal Address:	MAC D1109-019	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28262	
PROPERTY NUMBERS Total: 45		
Property Type	Number	
Patent Number:	6572902	
Patent Number:	D687299	
Patent Number:	8556098	
Patent Number:	D696126	
Patent Number:	D699115	
Patent Number:	D699116	
Patent Number:	8956707	
Patent Number:	9120589	
Patent Number:	9132933	
Patent Number:	D741718	
Patent Number:	D755636	
Patent Number:	D759494	
Patent Number:	D762115	
Application Number:	14610910	
Application Number:	14938596	
PCT Number:	US2015060264	
Application Number:	15134264	
PCT Number:	US2015049477	

PATENT

Property Type	Number
Application Number:	62052728
PCT Number:	US2015050271
Application Number:	14855175
Application Number:	14876701
Application Number:	15073477
PCT Number:	US2016036748
Application Number:	15177541
Application Number:	15203668
PCT Number:	US2016041368
Application Number:	15219065
PCT Number:	US1644265
PCT Number:	US1641781
Application Number:	15206722
Application Number:	14271947
PCT Number:	US2013077810
PCT Number:	US2014011923
Application Number:	14806489
Application Number:	14817109
PCT Number:	US2012067795
Application Number:	14012841
Application Number:	29539971
Application Number:	29543353
PCT Number:	US2011060587
Application Number:	14590705
Application Number:	15013141
Application Number:	29570661
Application Number:	29405455

CORRESPONDENCE DATA

Fax Number: (704)444-8857

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.

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Correspondent Name: TERRY L. WITCHER, PARALEGAL

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ATTORNEY DOCKET NUMBER: 2050298-0078

NAME OF SUBMITTER: TERRY L. WITCHER, PARALEGAL

SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	03/01/2017
Total Attachments: 6 source=Niagara - Patent Notice#page1.tif source=Niagara - Patent Notice#page2.tif source=Niagara - Patent Notice#page3.tif source=Niagara - Patent Notice#page4.tif source=Niagara - Patent Notice#page5.tif source=Niagara - Patent Notice#page6.tif	

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS**

This **NOTICE OF GRANT OF SECURITY INTEREST IN U.S. PATENTS** ("*Agreement*"), dated as of February 22, 2017, is made by **NIAGARA BOTTLING, LLC**, a Delaware limited liability company (the "*Grantor*"), in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent (the "*Administrative Agent*") for the Secured Parties (as defined in that certain Credit Agreement (the "*Credit Agreement*") dated as of February 22, 2017, among the Grantor, the Administrative Agent and the Lenders party thereto).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Grantor entered into that certain Security Agreement dated as of February 22, 2017 (as amended, supplemented, waived or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Secured Parties a security interest in its Intellectual Property (as defined in the Security Agreement), including Patents (as defined in the Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and the Secured Hedge Agreements and Secured Cash management Agreements, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Administrative Agent for the benefit of the Secured Parties a security interest in all of the Patents of the Grantor (including, without limitation, those items listed on Schedule A hereto and any and all goodwill associated therewith) and to the extent not otherwise included, all proceeds and products of any and all of the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which

(including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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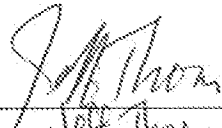
IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto authorized as of the day and year first above written.

NIAGARA BOTTLING, LLC

By: Kent Ratzlaff
Name: Kent Ratzlaff
Title: VP Finance

[Signatures Continue on Following Page]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 
Name: Jeff Thom
Title: Senior Vice President

SCHEDULE A

PATENTS

Debtor	Country	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Niagara Bottling, LLC	USA	6,572,902		6/3/2003	
Niagara Bottling, LLC	USA	D687,299		8/6/2013	
Niagara Bottling, LLC	USA	8,556,098		10/15/2013	
Niagara Bottling, LLC	USA	D696,126		12/24/2013	
Niagara Bottling, LLC	USA	D699,115		2/11/2014	
Niagara Bottling, LLC	USA	D699,116		2/11/2014	
Niagara Bottling, LLC	USA	8,956,707		2/17/2015	
Niagara Bottling, LLC	USA	9,120,589		9/1/2015	
Niagara Bottling, LLC	USA	9,132,933		9/15/2015	
Niagara Bottling, LLC	USA	D741718		10/27/2015	
Niagara Bottling, LLC	USA	D755636		5/10/2016	
Niagara Bottling, LLC	USA	D759494		6/21/2016	
Niagara Bottling, LLC & Corvaglia Mould AG	USA	D762115		7/26/2016	
Niagara Bottling, LLC	USA		14/610940		1/30/2015
Niagara Bottling, LLC	USA		14/938,596		11/11/2015
Niagara Bottling, LLC	PCT		PCT/US2015/060264		11/12/2015
Niagara Bottling, LLC	USA		15/134,264		4/20/2016
Niagara Bottling, LLC	PCT		PCT/US2015049477		9/17/2015
Niagara Bottling, LLC	USA		62/052728		9/17/2015
Niagara Bottling, LLC	PCT		PCT/US2015/050271		9/15/2015
Niagara Bottling, LLC	USA		14/855175		9/15/2015
Niagara Bottling, LLC	USA		14/876,701		10/6/2015
Niagara Bottling, LLC	USA		15/073,477		3/17/2016

Niagara Bottling, LLC	PCT		PCT/US2016/036748		6/9/2016
Niagara Bottling, LLC	USA		15/177,541		6/9/2016
Niagara Bottling, LLC	USA		15/203668		7/6/2016
Niagara Bottling, LLC	PCT		PCT/US2016/041368		7/7/2016
Niagara Bottling, LLC	PCT		PCT/US2016/041368		7/7/2016
Niagara Bottling, LLC	USA		15219065		7/25/2016
Niagara Bottling, LLC	PCT		PCT/US16/44265		7/27/2016
Niagara Bottling, LLC	PCT		PCT/US16/41781		7/11/2016
Niagara Bottling, LLC	USA		15206722		7/11/2016
Niagara Bottling, LLC & Kronos AG	USA		14/271947		5/7/2014
Niagara Bottling, LLC	PCT		PCT/US2013/077810		12/26/2013
Niagara Bottling, LLC	PCT		PCT/US2014/011923		1/16/2014
Niagara Bottling, LLC	USA		14/806489		7/22/2015
Niagara Bottling, LLC	USA		14/817109		8/3/2015
Niagara Bottling, LLC	PCT		PCT/US2012/067795		12/4/2012
Niagara Bottling, LLC	USA		14/012841		8/29/2013
Niagara Bottling, LLC	USA		29/539971		9/18/2015
Niagara Bottling, LLC	USA		29/543,353		10/23/2015
Niagara Bottling, LLC	PCT		PCT/US2011/060587		11/14/2011
Niagara Bottling, LLC	USA		14/590705		1/6/2015
Niagara Bottling, LLC	USA		15/013141		2/2/2016
Niagara Bottling, LLC	USA		29570661		7/11/2016
Niagara Bottling, LLC	USA		29/405455		11/2/2011