

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4464525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
DS SERVICES OF AMERICA, INC.	06/15/2017
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	1300 EAST NINTH ST.
Internal Address:	FLOOR 13
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	7837866
Patent Number:	8398852
Patent Number:	8424554
Patent Number:	8298420
Application Number:	14575965
Application Number:	14575998
Application Number:	15296816
Application Number:	62412794
Application Number:	62412795
Patent Number:	9371245
Application Number:	15179108
CORRESPONDENCE DATA	
Fax Number:	(212)735-2000
<i>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.</i>	
Phone:	212-735-2811
Email:	mrribando@skadden.com
Correspondent Name:	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Address Line 1:	FOUR TIMES SQUARE
Address Line 2:	MONIQUE L. RIBANDO

PATENT

Address Line 4: NEW YORK, NEW YORK 10036	
ATTORNEY DOCKET NUMBER:	139900/569
NAME OF SUBMITTER:	REBECCA RODAL
SIGNATURE:	/rebecca rodal/
DATE SIGNED:	06/16/2017
Total Attachments: 7 source=Patent Supplemental#page1.tif source=Patent Supplemental#page2.tif source=Patent Supplemental#page3.tif source=Patent Supplemental#page4.tif source=Patent Supplemental#page5.tif source=Patent Supplemental#page6.tif source=Patent Supplemental#page7.tif	

**U.S. PATENT SECURITY AGREEMENT
(SUPPLEMENTAL)**

This U.S. PATENT SECURITY AGREEMENT (SUPPLEMENTAL) (this "Agreement"), dated as of June 15, 2017, is made and entered into by DS Services of America, Inc., a Delaware corporation located at 2300 Windy Ridge Parkway, Suite 500N, Atlanta, GA 30339 (the "Grantor") and JPMorgan Chase Bank, N.A., a National Banking Association located at 1300 East Ninth St., Floor 13, Cleveland, Ohio, 44114, in its capacity as administrative collateral agent for the Lenders party to the Amended and Restated Credit Agreement referred to below (in such capacity, the "Administrative Collateral Agent").

RECITALS:

WHEREAS, Cott Corporation Corporation Cott, a corporation organized under the laws of Canada, Cott Beverages Inc., a Georgia corporation, Cliffstar LLC, a Delaware limited liability company, Cott Beverages Limited, a company organized under the laws of England and Wales, as Borrowers, the Grantor, the other Loan Parties party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A., London Branch, as UK Security Trustee, JPMorgan Chase Bank, N.A., as Administrative Agent and Administrative Collateral Agent, Wells Fargo Capital Finance, LLC (as successor to General Electric Capital Corporation), as Co-Collateral Agent, and each of the other parties party thereto entered into that certain Credit Agreement, dated as of August 17, 2010 (as amended, restated, supplemented or modified from time to time prior to August 3, 2016, the "Original Credit Agreement"), which was amended and restated pursuant to that certain Amendment and Restatement Agreement dated as of August 3, 2016 (the Original Credit Agreement as so amended and restated, and as it may be further amended, restated, supplemented or modified from time to time, the "Amended and Restated Credit Agreement");

WHEREAS, the Grantor and the Administrative Collateral Agent also entered into that certain U.S. Pledge and Security Agreement, dated as of August 17, 2010 (as it may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the 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 the Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), whether then owned by or owing to, or thereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the 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);

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Grantor entered into a Reaffirmation Agreement; Grant and Amendment No. 3 to U.S. Security Agreement, dated as of August 3, 2016 (as it may be amended, restated, supplemented or modified from time to time, the "Reaffirmation Agreement") pursuant to which, among other things: (a) certain amendments were made to the Security Agreement, (b) the Grantor reaffirmed each Lien it granted in favor of the Administrative Collateral Agent for the benefit of the Secured

Parties (as defined in the Security Agreement as in effect immediately prior to the Restatement Effective Date) and any Liens that were otherwise created or arose in favor of the Administrative Collateral Agent for the benefit of the Secured Parties and (c) in furtherance of such reaffirmation, the 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 its right, title and interest in, to and under all Collateral (as defined in the Security Agreement) to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Security Agreement and the Reaffirmation Agreement, the Grantor is required to execute and deliver this Agreement, and pledge, assign and grant to the Administrative Collateral Agent a security interest in certain intellectual property.

NOW, THEREFORE, in consideration of the above premises, 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 Amended and Restated Credit Agreement, Security Agreement or Reaffirmation Agreement and used herein have the meaning given to them in the Amended and Restated Credit Agreement, Security Agreement or Reaffirmation Agreement, as applicable.

Section 2. Grant of Security Interest in Patents

The 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 the Grantor's right, title and interest in, to and under the following personal property and other assets, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Patent Collateral"), to secure the prompt and complete payment and performance of the Secured Obligations:

(a) any and all patents and patent applications, including, but not limited to, the U.S. issued patents and patent applications set forth on Schedule I hereto;

(b) all inventions and improvements described and claimed therein;

(c) all licenses of the foregoing, whether as licensee or licensor;

(d) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;

(e) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing;

(f) the right to sue for past, present and future infringements of the foregoing;

(g) all rights corresponding to any of the foregoing throughout the world; and

(h) 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 Patent Collateral shall not include any Excluded Assets.

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 Reaffirmation Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement and Reaffirmation 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 or Reaffirmation Agreement, the Administrative Collateral Agent shall determine, in its discretion, which terms shall control.

Section 4. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE GRANTOR AND THE ADMINISTRATIVE COLLATERAL AGENT ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING 5-1401 OF THE GENERAL OBLIGATION LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS).

Section 5. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by other electronic image scan transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. The Administrative Collateral Agent may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not

limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this U.S. PATENT
SECURITY AGREEMENT (SUPPLEMENTAL) to be duly executed and delivered by its duly
authorized officer as of the date first set forth above.

GRANTOR:

DS SERVICES OF AMERICA, INC.

By: 

Name: Shane Perkey

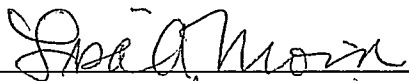
Title: Treasurer

Signature Page to U.S. Patent Security Agreement (Supplemental)

PATENT
REEL: 042735 FRAME: 0321

ACCEPTED AND AGREED
as of the date first above written:

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

By: 
Name: Lisa A Morrison
Title: Authorized Officer

SCHEDULE I

TO

U.S. PATENT SECURITY AGREEMENT
(SUPPLEMENTAL)

<u>TITLE</u>	<u>APP. NO.</u>	<u>PATENT NO.</u>	<u>APP. DATE</u>	<u>REG. DATE</u>
Drainless reverse osmosis water purification system	11/870316	7837866	2007-10-10	2010-11-23
Drainless reverse osmosis water purification system	12/395115	8398852	2009-02-27	2013-03-19
Control valve for a reverse osmosis water purification system	12/749787	8424554	2010-03-30	2013-04-23
Drainless reverse osmosis water purification system	12/795342	8298420	2010-06-07	2012-10-30
Water purification system with automatic flush flow	14/575965		2014-12-18	
Water purification system with active vibration	14/575998		2014-12-18	
Water purification system with active vibration	15/296816		2016-10-18	
	62/412794		2016-10-25	
	62/412795		2016-10-25	
Drainless reverse osmosis water purification system	13/663396	9371245	2012-10-29	2016-06-21
Drainless reverse osmosis water purification system	15/179108		2016-06-10	