

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4800927

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JPMORGAN CHASE BANK, N.A.	01/30/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COTT CORPORATION
<b>Street Address:</b>	6525 VISCOUNT ROAD
<b>City:</b>	MISSISSAUGA
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L4V 1H6
<b>Name:</b>	COTT BEVERAGES INC.
<b>Street Address:</b>	5519 WEST IDLEWILD AVENUE
<b>City:</b>	TAMPA
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33634-8016
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D579337
<b>Patent Number:</b>	6112924
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	212.735.5117
<b>Email:</b>	francine.waldbaum@skadden.com
<b>Correspondent Name:</b>	SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
<b>Address Line 1:</b>	FOUR TIMES SQUARE
<b>Address Line 2:</b>	FRANCINE WALDBAUM
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036
<b>ATTORNEY DOCKET NUMBER:</b>	139900/569
<b>NAME OF SUBMITTER:</b>	REBECCA RODAL
<b>SIGNATURE:</b>	/Rebecca Rodal/

<b>DATE SIGNED:</b>	01/30/2018
<b>Total Attachments: 5</b> source=Release of Security Interest in Specified Patents#page1.tif source=Release of Security Interest in Specified Patents#page2.tif source=Release of Security Interest in Specified Patents#page3.tif source=Release of Security Interest in Specified Patents#page4.tif source=Release of Security Interest in Specified Patents#page5.tif	

## **RELEASE OF SECURITY INTEREST IN SPECIFIED U.S. PATENTS**

This RELEASE OF SECURITY INTEREST IN SPECIFIED U.S. PATENTS (this "Release") is entered into as of January 30, 2018 by 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 Second Amended and Restated Credit Agreement referred to below (the "Assignor"), in favor of Cott Corporation Cott, a corporation organized under the laws of Canada with offices located at 6525 Viscount Road, Mississauga, L4V 1H6, Ontario, Canada ("Cott Corporation") and Cott Beverages Inc., a Georgia corporation with offices located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 ("Cott Beverages") (each, an "Assignee," and collectively, the "Assignees"). Unless otherwise defined herein, capitalized terms defined in the Amended and Restated Credit Agreement, Security Agreement, Reaffirmation Agreement or any of the Patent Security Agreements and used herein have the meaning given to them in the Amended and Restated Credit Agreement, Security Agreement, Reaffirmation Agreement or such Patent Security Agreement, as applicable.

**WHEREAS**, reference is made to that certain (i) Amended and Restated Credit Agreement, dated as of August 3, 2016 (as amended, restated, supplemented or modified from time to time, the "Amended and Restated Credit Agreement"), by and among Cott Corporation, Cott Beverages, Cliffstar LLC, a Delaware limited liability company, Cott Beverages Limited, a company organized under the laws of England and Wales, as Borrowers and DS Services of America, Inc., a Delaware corporation, 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, and each of the other parties party thereto; (ii) 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") by and among the Assignor and the Assignees and the other grantors named therein; (iii) 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"), between the Assignor and Cott Beverages and the other parties thereto; (iv) U.S. Patent Security Agreement dated as of August 17, 2010 (the "Cott Beverages Original Patent Security Agreement"), between the Assignor and Cott Beverages; (v) Patent Security Agreement dated as of August 17, 2010 ("Cott Corporation Original Patent Security Agreement") between the Assignor and Cott Corporation; and (vi) U.S. Patent Security Agreement (Reaffirmation Grant), dated as of August 31, 2016 (the "Reaffirmation Patent Security Agreement") between the Assignor and the Assignees (the Cott Beverages Original Patent Security Agreement, Cott Corporation Original Patent Security Agreement and the Reaffirmation Patent Security Agreement, collectively, the "Patent Security Agreements");

**WHEREAS**, pursuant to the terms and conditions of the Security Agreement, the Reaffirmation Agreement and the Patent Security Agreements, each Assignee pledged, assigned and granted to the Assignor, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of such Assignee's right, title and interest in, to and under the following personal property and other assets, in each case, whether then owned by or owing to, or thereafter acquired by or arising in favor of such Assignee (including under any trade name or derivations

thereof), and whether owned or consigned by or to, or leased from or to, such Assignee, 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;
- (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 then or thereafter 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.

**WHEREAS**, the (i) Cott Beverages Original Patent Security Agreement was recorded with the United States Patent and Trademark Office ("USPTO") on August 20, 2010 at Reel/Frame No. 024864/0179; (ii) Cott Corporation Original Patent Security Agreement was recorded with the USPTO on August 20, 2010 at Reel/Frame No. 024864/0171; and (iii) the Reaffirmation Patent Security Agreement was recorded with the USPTO on September 1, 2016 at Reel/Frame No. 039616/0555;

**WHEREAS**, as further set forth in that certain Second Amendment and Restatement Agreement, dated as of the date hereof (the "Second Amendment and Restatement Agreement"), Cott Beverages constitutes a "Released Entity," and Cott Corporation owns certain intellectual property assets that constitute "Released Assets," and as a result, solely to the extent actually sold pursuant to the Refresco Transaction, the Assignor has agreed to terminate and release its security interest solely with respect to the U.S. patents set forth on Schedule I hereto (the "Specified Patents") and Specified Patent Collateral (as defined below) related thereto;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby terminates, releases and discharges fully, without representation, warranty or recourse, its security interest in all of each Assignee's right, title and interest in, to and under the following Collateral (the "Specified Patent Collateral"): (i)

the Specified Patents; (ii) all inventions and improvements described and claimed therein; (iii) all licenses of the foregoing, whether as licensee or licensor; (iv) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing; (v) all income, royalties, damages, claims and payments then or thereafter due or payable under and with respect to the foregoing, including, without limitation, damages and payments for past and future infringements of the foregoing; (vi) the right to sue for past, present and future infringements of the foregoing; (vii) all rights corresponding to any of the foregoing throughout the world; and (viii) 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.

The Assignor hereby authorizes the Assignees or the Assignees' designee to record this Release with the USPTO.

For the avoidance of any doubt, this Release is strictly limited solely and only to the Specified Patent Collateral and to no other Collateral. The Assignor continues to maintain, without interruption or impairment, its security interest in all Trademark Collateral other than the Specified Patent Collateral. The provisions of the Security Agreement, Reaffirmation Agreement, and Patent Security Agreements shall, except as modified by this Release, continue in full force and effect.

**THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN ANY ASSIGNEE AND THE ASSIGNOR ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS RELEASE, 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).**

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IN WITNESS WHEREOF, the Assignor has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,  
as Assignor

By:

A handwritten signature in black ink, appearing to read "Lisa Morrison", written over a horizontal line.

Name: Lisa Morrison

Title: Authorized Officer

Signature Page to Release of Security Interest in Specified Patents

**PATENT**  
**REEL: 044773 FRAME: 0278**

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN SPECIFIED U.S. PATENTS**

Specified Patents

**Issued Patents**

<b>Country</b>	<b>Registration Number</b>	<b>Description</b>	<b>Registration Date</b>	<b>Owner</b>
United States	D579,337	Bottle	December 28, 2008	Cott Beverages Inc.
United States	6,112,924	Container with base having cylindrical legs with circular feet	September 5, 2000	Cott Corporation