

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	U.S. Trademark Security Agreement (Supplemental)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cott Beverages Inc.		05/09/2012	CORPORATION: GEORGIA
Cliffstar LLC		05/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

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
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4050731	COCONUT WAVE
Registration Number:	4004400	COTT
Registration Number:	3995272	MISTAYA
Serial Number:	85393466	GOLDEN CROWN TYKES
Serial Number:	85417411	HARBORSIDE
Serial Number:	85273492	PAC-STAR
Serial Number:	85301032	PTEROSTAR
Serial Number:	85457972	AQUA MIST
Serial Number:	85432836	AUTHENTICALLY VINTAGE
Serial Number:	85233548	BAY ESTATE TEA CO.
Serial Number:	85291689	CHERO
Serial Number:	85408639	CRANBERRY HYDROSPHERE

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Serial Number:	85457993	GOOD SHOT
Serial Number:	85458000	ON-THE-GO GOODNESS
Serial Number:	85408557	ORANGE PASSIONFRUIT RAINFALL
Serial Number:	85421632	ORANGE PASSIONFRUIT STORM SURGE
Serial Number:	85361449	ORCHARD FALLS
Serial Number:	85421641	PEACH GRAPEFRUIT CLOUDBURST
Serial Number:	85408370	PEACH GRAPEFRUIT STREAM
Serial Number:	85408570	WATERMELON PRECIPITATION

CORRESPONDENCE DATA

Fax Number: 9177774104
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Attn: John Deming
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900/569
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	05/11/2012

Total Attachments: 6
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**U.S. TRADEMARK SECURITY AGREEMENT
(SUPPLEMENTAL)**

This U.S. TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) (this "Agreement"), dated as of May 9, 2012, is between Cott Beverages Inc., a Georgia corporation located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 and Cliffstar LLC, a Delaware limited liability company located at One Cliffstar Ave., Dunkirk, NY 14048 (each, a "Grantor" and, collectively, "Grantors"), and JPMorgan Chase Bank, N.A. a National Banking Association located at 1300 East Ninth St., Floor 13, Cleveland, Ohio, 44114, 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").

RECITALS:

The Grantors, Cott Corporation Corporation Cott (the "Company"), Cott Beverages Limited (the "UK Borrower," and together with the Company and the Grantors, 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").

Each Grantor is also entering into a U.S. Pledge and Security Agreement, dated as of August 17, 2010 (the "Security Agreement"), by and among the Grantors, the subsidiaries of the Company 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, each 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 such 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, such Grantor (including under any trade name or derivatives thereof) and whether owned or consigned by or to, or leased from or to, such 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 Grantors are required to execute and deliver this Agreement.

ACCORDINGLY, the Grantors 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

Each 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 such 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, such 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 U.S. registered trademarks and service marks and the U.S. trademarks and service marks 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 each 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.

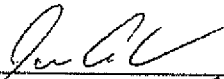
Section 4. Governing Law

This Agreement shall be governed by, and construed in accordance with the internal laws (and not the law of conflicts) of the state of New York, but giving effect to the federal laws applicable to national banks.


[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:
CLIFFSTAR LLC

By: 
Name: Jason Archer
Title: Treasurer

GRANTOR:
COTT BEVERAGES INC.

By: 
Name: Jason Archer
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

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

By: _____
Name:
Title:

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

GRANTOR:
CLIFFSTAR LLC


By: _____
Name:
Title:

GRANTOR:
COTT BEVERAGES INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

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

By:  _____
Name: *David J Warrick*
Title: *Authorized JPM*

SCHEDULE I**TO****U.S. TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL)*****Trademark Registrations***

Owner	Registration Number	Registration Date	Trademark
Cott Beverages Inc.	4050731	11/1/2011	COCONUT WAVE
Cott Beverages Inc.	4004400	8/2/2011	COTT
Cott Beverages Inc.	3995272	7/12/2011	MISTAYA

Trademark Applications

Owner	Application Number	Application Date	Trademark
Cliffstar LLC	85/393466	8/9/2011	GOLDEN CROWN TYKES
Cliffstar LLC	85/417411	9/8/2011	HARBORSIDE
Cliffstar LLC	85/273492	3/22/2011	PAC-STAR
Cliffstar LLC	85/301032	4/21/2011	PTEROSTAR
Cott Beverages Inc.	85/457972	10/27/2011	AQUA MIST
Cott Beverages Inc.	85/432836	9/27/2011	AUTHENTICALLY VINTAGE
Cott Beverages Inc.	85/233548	2/3/2011	BAY ESTATE TEA CO.
Cott Beverages Inc.	85/291689	4/11/2011	CHERO
Cott Beverages Inc.	85/408639	8/26/2011	CRANBERRY HYDROSPHERE
Cott Beverages Inc.	85/457993	10/27/2011	GOOD SHOT & Design
Cott Beverages Inc.	85/458000	10/27/2011	ON-THE-GO GOODNESS
Cott Beverages Inc.	85/408557	8/26/2011	ORANGE PASSIONFRUIT RAINFALL
Cott Beverages Inc.	85/421632	9/13/2011	ORANGE PASSIONFRUIT STORM SURGE
Cott Beverages Inc.	85/361449	7/1/2011	ORCHARD FALLS
Cott Beverages Inc.	85/421641	9/13/2011	PEACH GRAPEFRUIT CLOUDBURST
Cott Beverages Inc.	85/408370	8/26/2011	PEACH GRAPEFRUIT STREAM
Cott Beverages Inc.	85/408570	8/26/2011	WATERMELON PRECIPITATION