

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COTT BEVERAGES WYOMISSING INC.		03/31/2005	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2356463	CITY CLUB
Registration Number:	1959704	CLEAR CHOICE
Registration Number:	1510360	TOP POP
Registration Number:	1335803	TOP POP
Registration Number:	1285484	TOP POP
Serial Number:	78071480	CLEAR CHOICE PREMIUM SELTZER

**CORRESPONDENCE DATA**

Fax Number: (704)353-3854  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704 331 5792  
 Email: gjones@kennedycovington.com  
 Correspondent Name: Karl S. Sawyer Jr., Esq.  
 Address Line 1: 214 N. Tryon Street  
 Address Line 2: Hearst Tower - 47th Floor

OP \$165.00 2356463

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:

GeoRene Jones, TM Paralegal

Signature:

/GeoRene Jones/

Date:

06/01/2005

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of March 31, 2005 by and between COTT BEVERAGES WYOMISSING INC., a Pennsylvania corporation (the "Grantor"), having its chief executive office at 1090 Spring Street, Wyomissing, Pennsylvania 19610, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of March 31, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Cott Corporation, Cott Beverages Inc., Cott Beverages Limited and Cott Embotelladores de Mexico, S.A. de C.V., as the Borrowers, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of March 31, 2005 (the "Collateral Agreement") by and among Cott Corporation and certain of its Subsidiaries party thereto, including the Grantor, and the Administrative Agent. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (i) each Trademark, Trademark registration and Trademark application described on Schedule A, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application;
- (ii) each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License described on Schedule A or Schedule B or (c) breach or enforcement of any Trademark License described on Schedule B; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

30<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of March, 2005.

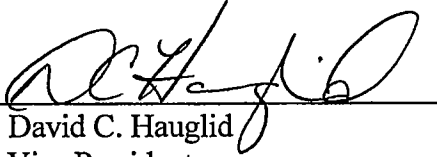
COTT BEVERAGES WYOMISSING INC.,  
as Grantor

By:   
Name: Catherine Brennan  
Title: Vice President, Treasurer

[Signature Pages Continue]

Agreed and Accepted as of the 31<sup>st</sup> day of March,  
2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: David C. Hauglid  
Title: Vice President

ACKNOWLEDGMENT

STATE OF Pennsylvania

COUNTY OF Philadelphia

I, Laura M. McNeely, a Notary Public for said County and State, do hereby certify that Catherine Brennan personally appeared before me this day and stated that she is Vice President, Treasurer of Cott Beverages Wyomissing Inc. and acknowledged, on behalf of Cott Beverages Wyomissing Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 30<sup>th</sup> day of March, 2005.

Laura M. McNeely  
Notary Public

My commission expires:

March 3, 2007

NOTARIAL SEAL  
LAURA M. McNEELY, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 3, 2007

Schedule A to Trademark Security Agreement

TRADEMARKS

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Issued</u>	<u>Owner</u>
CITY CLUB	2,356,463	6/13/00	Cott Beverages Wyomissing Inc.
CLEAR CHOICE & Design	1,959,704	3/5/96	Cott Beverages Wyomissing Inc.
TOP POP	1,510,360	10/25/88	Cott Beverages Wyomissing Inc.
TOP POP	1,335,803	5/14/85	Cott Beverages Wyomissing Inc.
TOP POP (stylized)	1,285,484	7/10/84	Cott Beverages Wyomissing Inc.

Pending Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner</u>
CLEAR CHOICE PREMIUM SELTZER	78/071,480	6/28/01	Cott Beverages Wyomissing Inc.

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

2316086.01  
LIB: CHARLOTTE

**TRADEMARK**

**RECORDED: 06/01/2005**

**REEL: 003094 FRAME: 0815**