

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Supplemental U.S. Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cott Beverages Inc.		04/28/2010	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	1300 East Ninth Street FL 13		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3614572	EMERGE	
Registration Number:	3641839	FORTIFIDO	
Registration Number:	3688035	FORTIFIDO	
Registration Number:	3558745		
Registration Number:	3702862	HOOVER'S BARREL ROOT BEER	
Registration Number:	3723436	U FORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	kellie.weilbrenner@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>	Attn: Rebecca Silberberg		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

CH \$165.00 3614572

ATTORNEY DOCKET NUMBER:	139900/0569
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	05/03/2010
Total Attachments: 7 source=Trademark#page1.tif source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif source=Trademark#page6.tif source=Trademark#page7.tif	

## SUPPLEMENTAL U.S. TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL U.S. TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 28, 2010, is between Cott Beverages Inc., a Georgia corporation located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 (the "Grantor"), and JPMorgan Chase Bank, N.A., 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 Grantor, Cott Corporation (the "Company"), Cott Beverages Limited (the "UK Borrower," and together with the Company and the Grantor, collectively the "Borrowers"), the other Loan Parties, the 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 entered into a Credit Agreement, dated as of March 31, 2008 (as it has been and may hereafter be amended or modified from time to time, the "Credit Agreement").

The Grantor also entered into a U.S. Pledge and Security Agreement, dated as of March 31, 2008 (the "Security Agreement"), by and among the Grantor, 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 had agreed to guarantee pursuant to Article X of the Credit Agreement. Pursuant to the Security Agreement, 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), 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, the Grantor (including under any trade name or derivatives 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);

Pursuant to the Credit Agreement and the Security Agreement, the Grantor was required to execute and deliver a certain Trademark Security Agreement, dated as of March 31, 2008 (the "Trademark Security Agreement");

The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 9, 2008 at Reel 003755, Frame 0928; and

The Grantor has since obtained additional trademark registrations and applications and, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement;

ACCORDINGLY, 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 Security Agreement and used herein have the meaning given to them in the Security Agreement.

**Section 2. Grant of Security Interest in Trademarks**

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 Collateral, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the 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 servicemarks 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) all rights 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 which was filed in the United States Patent and Trademark Office on the basis of the 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 the 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.


[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

COTT BEVERAGES INC.

By:   
Name: Neal Cravens  
Title: Vice President and CFO

By:   
Name: Michael R. Zimmerman  
Title: Treasurer

~~Approved as to legal form~~  
  
~~Legal Dept.~~

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


Very truly yours,

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. Ward*  
Title: *VP*

SUPPLEMENTAL U.S. TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004197 FRAME: 0401

ACKNOWLEDGEMENT OF GRANTOR

STATE OF FLORIDA            )  
  )        ss.  
COUNTY OF HILLSBOROUGH )

On this 28<sup>th</sup> day of April, 2010 before me personally appeared Neal Cravens, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cott Beverages Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

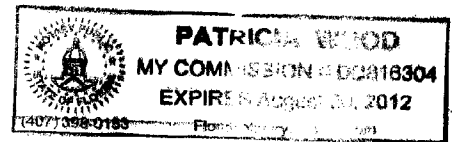
Patricia Wood  
Patricia Wood, Notary Public



STATE OF FLORIDA            )  
  )        ss.  
COUNTY OF HILLSBOROUGH )

On this 28<sup>th</sup> day of April, 2010 before me personally appeared Michael R. Zimmerman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cott Beverages Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia Wood  
Patricia Wood, Notary Public





**SCHEDULE I**  
**TO**  
**U.S. TRADEMARK SECURITY AGREEMENT**

**Trademarks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
EMERGE	3614572	May 5, 2009	Cott Beverages, Inc.
FORTIFIDO	3641839	June 23, 2009	Cott Beverages, Inc.
FORTIFIDO & Design	3688035	September 29, 2009	Cott Beverages, Inc.
Fortifido Paw Print Design	3558745	January 6, 2009	Cott Beverages, Inc.
HOOVER'S BARREL ROOT BEER	3702862	October 27, 2009	Cott Beverages, Inc.
U FORCE	3723436	December 8, 2009	Cott Beverages, Inc.

1566215.01-New York Server 7A - MSW

**RECORDED: 05/03/2010**

**TRADEMARK**  
**REEL: 004197 FRAME: 0403**