

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339363

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cott Beverages Inc.		11/05/2008	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	3rd Generation Trucking Company, Inc.		
<b>Street Address:</b>	P.O. Box 1222		
<b>City:</b>	Englewood Cliffs		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07632		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1335803	TOP POP	
<b>Registration Number:</b>	1285484	TOP POP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2126843999		
<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>	2126843900		
<b>Email:</b>	mmisthal@grr.com		
<b>Correspondent Name:</b>	Marc P. Misthal		
<b>Address Line 1:</b>	270 Madison Avenue		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	8570/0002		
<b>NAME OF SUBMITTER:</b>	Marc P. Misthal		
<b>SIGNATURE:</b>	/Marc P. Misthal/		
<b>DATE SIGNED:</b>	04/27/2015		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment"), effective as of this 5th day of November 2008 (the "Effective Date"), is entered into by and between Cott Beverages Inc., a Georgia corporation, d/b/a Cott Beverages USA (the "Assignor"), and 3<sup>rd</sup> Generation Trucking Company, Inc., a New Jersey corporation (the "Assignee") (hereinafter referred to collectively as the "Parties" or individually as the "Party").

WHEREAS, the Assignor is the lawful owner of the trademarks and copyrights specifically set forth in Exhibit A annexed hereto and made a part hereof (hereafter, collectively, the "Intellectual Property"); and

WHEREAS, pursuant to and in accordance with that certain asset purchase agreement dated of even date herewith between Licensee and Licensor, among others (the "Purchase Agreement") the Assignor has agreed to sell and transfer, and the Assignee has agreed to accept, all of Assignor's rights, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor does hereby assign to Assignee, and Assignee hereby accepts, all of Assignor's rights, title and interest in and to the copyrights, trademarks and trademark registrations specified in Exhibit A, including renewal rights therein, the exclusive right to enforce and to obtain registrations therefor throughout the world in the sole name of Assignee, its successors or assigns, and including the goodwill of the business symbolized by such marks.
2. The Assignor does hereby irrevocably sell, grant, convey, transfer, and assign unto the Assignee, its successors and assigns, and Assignee hereby accepts from Assignor, all of the Assignor's rights, title and interest in the United States and the world, including without limitation, all federal, state, and worldwide applications and registrations, all other federal, state, foreign, statutory intellectual property rights and moral rights, in and to the Intellectual Property.
3. The Assignor and the Assignee agree that this Agreement shall continue in perpetuity; the rights assigned to the Assignee are not limited in time or territory.

4. The Assignor expressly agrees to promptly execute any other documents or take any other action as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interest of the Assignee in and to the Intellectual Property and to effectuate this Assignment. Notwithstanding the foregoing, Assignee shall assume all responsibility to record its right, title and interest in the Intellectual Property with any applicable government agencies upon execution of this Agreement.
5. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.
6. This Assignment shall be governed and construed by and enforced in accordance with the internal laws of the State of Florida (without giving effect to principles of conflicts of laws).
7. The statements contained in the recitals of fact set forth above are true and correct and by this reference are incorporated in and made a part of this Assignment.
8. This Assignment is subject to the terms and provisions of the Purchase Agreement, which are incorporated herein by this reference, including that certain Seller License Agreement, as further described therein, by and between Assignor and Assignee. In the event of any conflict between this Assignment and the Purchase Agreement, the terms, provisions and limitations of the Purchase Agreement shall control.
9. Acceptance of this Assignment by Assignor shall require due execution by two of its officers.
10. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.
11. This Agreement, together with the Purchase Agreement and the Transaction Documents, together with the schedules and exhibits hereto and thereto, contain the entire understanding of the parties with respect to the transaction contemplated hereby and supersede all prior arrangements or understandings with respect thereto

*[End of text; Counterpart signature pages of Assignor and Assignee follows.]*

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor, do hereby execute this Assignment to be effective as of the Effective Date.

COTT BEVERAGES INC.,  
a Georgia corporation,  
d/b/a Cott Beverages USA

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a Georgia corporation,  
d/b/a Cott Beverages USA

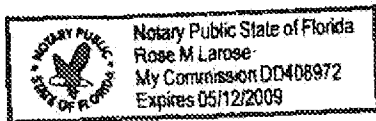
By: Matthew A. Kaur  
Name: Matthew A. Kaur, Jr  
Title: V.P. General Counsel Florida

By: Susan R. Figueroa  
Name: Susan R. Figueroa  
Title: CFO

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF HILLSBOROUGH )

On this 30 day of June, 2008, before me personally appeared Matthew Kaur to me personally known, who, being by me duly sworn, did say that he is the Secretary of Cott Beverages Inc., a Georgia corporation, d/b/a Cott Beverages USA, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said officer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



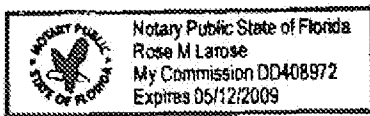
Rose M. Larose  
Notary Public  
My Commission Expires: 5/12/09

[Notary of Assignor signatories continues on following page.]

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Hillsborough )

On this 30 day of June, 2008, before me personally appeared Jesse Figueroa to me personally known, who, being by me duly sworn, did say that he is the CEO of Cott Beverages Inc., a Georgia corporation, d/b/a Cott Beverages USA, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said officer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



Rose M. Larose  
Notary Public  
My Commission Expires: 5/12/09

[Counterpart signature page of Assignee follows.]

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignee, does hereby execute this Assignment to be effective as of the Effective Date.

3<sup>rd</sup> GENERATION TRUCKING COMPANY, INC.,  
a New Jersey corporation

By: *Mario Lugones Pres.*  
Name: Mario Lugones  
Title: President

Signed on 6/30/08 will be notarized 7/1/08 & will be  
overnight to arrive 7/2/08 as per Peter Franke:  
OF Shuttles + Bowen, LLC's instructions

STATE OF New Jersey )  
COUNTY OF Bergen ) SS.

On this 1 day of July, 2008, before me personally appeared Mario Lugones, to me personally known, who, being by me duly sworn, did say that he is the President of 3<sup>rd</sup> Generation Trucking Company, Inc., a New Jersey corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said officer acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

*Terri Pullins*  
Notary Public  
My Commission Expires: 3/31/2012

TERRI L. PULLINS  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 3/31/2012

Exhibit A

Intellectual Property

U.S. Federal Registration No. 1335803, Top Pop.

U.S. Federal Registration No. 1285484, Top Pop.

U.S. Federal Registration No. 2356463, City Club.

Assignor's common law rights, if any, to the mark TOP POP as used for the goods listed in U.S. Federal Registration No. 1510360, Top Pop (expired).

Those copyrights owned by the Assignor as of the Closing Date (as defined in the Purchase Agreement) which are uniquely and exclusively dedicated to the Top Pop and City Club brands and which are contained on the labels and packaging constituting the Raw Materials Inventory, but excluding any of the Seller Names (as such term is defined in Section 4.4. of the Purchase Agreement).