

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DS Services of America, Inc.		06/15/2017	Corporation: 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: 15			
Property Type	Number	Word Mark	
Registration Number:	3278162	REMINGTON	
Registration Number:	3314992	REMINGTON	
Registration Number:	3322695	NANO OSMOSIS	
Registration Number:	3326873	MOUNTAIN FRESH WATER	
Registration Number:	3345725	IHOT	
Registration Number:	3349901	IAQUA	
Registration Number:	3540967	BENEFICIAL MINERALS	
Registration Number:	3548960	REMINGTON	
Registration Number:	3596635	ISPRING	
Registration Number:	3622405	REMINGTON WATER	
Registration Number:	3726128	REMINGTON WATER	
Registration Number:	3732888	ALWAYS PURE	
Registration Number:	3753390	PURITY YOU CAN TRUST	
Registration Number:	4071077	OFFICE PURE	
Registration Number:	4145527	HOSPITAL PURE	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-2811
Email: mribando@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900.569
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NAME OF SUBMITTER:	Rebecca Rodal
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SIGNATURE:	/rebecca rodal/
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DATE SIGNED:	06/16/2017
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Total Attachments: 7

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**U.S. TRADEMARK SECURITY AGREEMENT
(SUPPLEMENTAL)**

This U.S. TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) (this "Agreement"), dated as of June 15, 2017, is made and entered into by DS Services of America, Inc., a Delaware corporation located at 2300 Windy Ridge Parkway, Suite 500N, Atlanta, GA 30339 (the "Grantor") and 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 Amended and Restated Credit Agreement referred to below (in such capacity, the "Administrative Collateral Agent").

RECITALS:

WHEREAS, Cott Corporation Corporation Cott, a corporation organized under the laws of Canada, Cott Beverages Inc., a Georgia corporation, Cliffstar LLC, a Delaware limited liability company, Cott Beverages Limited, a company organized under the laws of England and Wales, as Borrowers, the Grantor, 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, Wells Fargo Capital Finance, LLC (as successor to General Electric Capital Corporation), as Co-Collateral Agent, and each of the other parties party thereto entered into that certain Credit Agreement, dated as of August 17, 2010 (as amended, restated, supplemented or modified from time to time prior to August 3, 2016, the "Original Credit Agreement"), which was amended and restated pursuant to that certain Amendment and Restatement Agreement dated as of August 3, 2016 (the Original Credit Agreement as so amended and restated, and as it may be further amended, restated, supplemented or modified from time to time, the "Amended and Restated Credit Agreement");

WHEREAS, the Grantor and the Administrative Collateral Agent also entered into that certain 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"), pursuant to which 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), whether then owned by or owing to, or thereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations 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);

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Grantor entered into a 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") pursuant to which, among other things: (a) certain amendments were made to the Security Agreement, (b) the Grantor reaffirmed each Lien it granted in favor of the Administrative Collateral Agent for the benefit of the Secured

Parties (as defined in the Security Agreement as in effect immediately prior to the Restatement Effective Date) and any Liens that were otherwise created or arose in favor of the Administrative Collateral Agent for the benefit of the Secured Parties and (c) in furtherance of such reaffirmation, 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 its right, title and interest in, to and under all Collateral (as defined in the Security Agreement) to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Security Agreement and the Reaffirmation Agreement, the Grantor is required to execute and deliver this Agreement, and pledge, assign and grant to the Administrative Collateral Agent a security interest in certain intellectual property.

NOW, THEREFORE, in consideration of the above premises, 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 Amended and Restated Credit Agreement, Security Agreement or Reaffirmation Agreement and used herein have the meaning given to them in the Amended and Restated Credit Agreement, Security Agreement or Reaffirmation Agreement, as applicable.

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 personal property and other assets, 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 derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (collectively, the "Trademark Collateral"), to secure the prompt and complete payment and performance 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 Excluded Assets, including 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 an 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 Reaffirmation 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 granted hereby are more fully set forth in the Security Agreement and Reaffirmation 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 or Reaffirmation 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, AND ANY DISPUTE BETWEEN THE GRANTOR AND THE ADMINISTRATIVE COLLATERAL AGENT ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, 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).

Section 5. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature

page of this Agreement by facsimile or by other electronic image scan transmission (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement. The Administrative Collateral Agent may also require that any such documents and signatures delivered by facsimile or by other electronic image scan transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or other electronic image scan transmission.

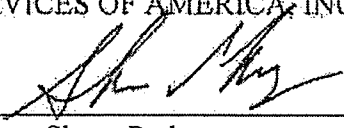
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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:

DS SERVICES OF AMERICA, INC.

By: _____


Name: Shane Perkey

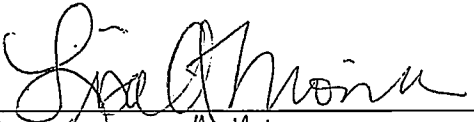
Title: Treasurer

Signature Page to U.S. Trademark Security Agreement (Supplemental)

TRADEMARK
REEL: 006085 FRAME: 0864

ACCEPTED AND AGREED
as of the date first above written:

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

By: 
Name: Lisa A. Morrison
Title: Authorized Officer

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

<u>TRADEMARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>
REMINGTON*	2007-08-07	3278162
REMINGTON & Design	2007-10-16	3314992
NANO OSMOSIS	2007-10-30	3322695
MOUNTAIN FRESH WATER	2007-10-30	3326873
IHOT*	2007-11-27	3345725
IAQUA	2007-12-04	3349901
BENEFICIAL MINERALS	2008-12-02	3540967
REMINGTON*	2008-12-23	3548960
ISPRING & Design	2009-03-24	3596635
REMINGTON WATER	2009-05-19	3622405
REMINGTON WATER	2009-12-15	3726128
ALWAYS PURE	2009-12-29	3732888
PURITY YOU CAN TRUST	2010-02-23	3753390
OFFICE PURE	2011-12-13	4071077
HOSPITAL PURE	2012-05-22	4145527

* **Note:** Requests to divide have been filed with the United States Patent and Trademark Office prior to the date hereof with respect to the trademark registrations marked above with an asterisk, such that the prior trademark owner of these registrations shall retain a parallel right to use such marks solely in connection with certain specified goods under the new registration.