

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459942

<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.		01/30/2018	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cott Holdings Inc.		
<b>Street Address:</b>	4221 West Boy Scout Boulevard		
<b>Internal Address:</b>	Corporate Center III, Suite 400		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4004400	COTT	
<b>Registration Number:</b>	4818347	COTT	
<b>Registration Number:</b>	0679364	COTT	
<b>Registration Number:</b>	1507436	IT'S COTT TO BE GOOD!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028428465		
<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>	202-842-8800		
<b>Email:</b>	dctrademarks@dbr.com		
<b>Correspondent Name:</b>	Jennifer L. Dean		
<b>Address Line 1:</b>	Drinker Biddle & Reath LLP		
<b>Address Line 2:</b>	1500 K Street, N.W., Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20005-1209		
<b>NAME OF SUBMITTER:</b>	Jeremy T. Bui		
<b>SIGNATURE:</b>	/jeremy t. bui/		
<b>DATE SIGNED:</b>	01/30/2018		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

### COTT BEVERAGES INC. TO COTT HOLDINGS INC. (COTT – US ONLY)

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), effective as of the last date signed below, is made by Cott Beverages Inc., a Georgia corporation with an address of 5519 W. Idlewild Avenue, Tampa, Florida 33634-8016 (the “**Company**”), in favor of Cott Holdings Inc., a Delaware corporation with an address of Corporate Center III, Suite 400, 4221 West Boy Scout Boulevard, Tampa, Florida 33607 (the “**Assignee**”).

**WHEREAS**, pursuant to the Reorganization Agreement dated as of July 24, 2017, between and among the Company and the other parties thereto, such parties agreed that the Company would assign, transfer, convey and deliver to the Assignee, as a Retained Company, certain intellectual property of the Company, namely certain Other Retained Assets owned by the Company (all capitalized terms not defined in this Agreement shall be as defined in the Reorganization Agreement); and

**WHEREAS**, pursuant to the Reorganization Agreement, the parties thereto agreed that title to certain Shared Assets owned by the Company would be held by a Retained Company at Closing; and

**WHEREAS**, pursuant to the Reorganization Agreement, Company and Assignee hereby execute and deliver this Agreement, for recording with the U.S. Patent and Trademark Office;

**NOW THEREFORE**, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably assigns, transfers, conveys and delivers to the Assignee all of the Company’s right, title and interest in and to the following (the “**Marks**”):

(a) the trademark registrations and applications set forth in Exhibit A hereto, including the goodwill of the business symbolized thereby;

(b) all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

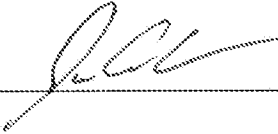
(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The Company hereby authorizes the U.S. Patent and Trademark Office to record and register this Agreement upon request by the Assignee. Following the date hereof, the Company shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Marks to the Assignee, or any assignee or successor thereto, in any applicable jurisdiction.
3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the parties has caused this Trademark Assignment Agreement to be duly executed and delivered as of the day and year last signed below.

**COMPANY:**

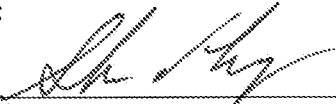
By:  \_\_\_\_\_

Name: Jason Ausher

Title: Vice President and Chief Accounting Officer

Date: January 30, 2018

**ASSIGNEE:**

By:  \_\_\_\_\_

Name: Shane Perkey

Title: Treasurer

Date: January 30, 2018

**EXHIBIT A**

**MARKS**

**Exhibit A to COTT Trademark Assignment Agreement (US Only)  
Cott Beverages Inc. to Cott Holdings Inc.**

Owner	Country of Registration	Trademark	Registration Type	Reg. No.	Reg. Date	Reg. No.	Reg. Date	Reg. No.
Cott Beverages Inc.	United States of America	COTT	Registered	77/951844	05-Mar-10	4004400	02-Aug-11	40
Cott Beverages Inc.	United States of America	COTT	Registered	85/938797	21-May-13	4818347	22-Sep-15	32
Cott Beverages Inc.	United States of America	Cott (Stylized)	Registered	72/043378	03-Jan-58	679364	26-May-59	32
Cott Beverages Inc.	United States of America	IT'S COTT TO BE GOOD!	Registered	73/646707	26-Feb-87	1507436	04-Oct-88	32