

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DS Services of America, Inc.		01/30/2018	Corporation: DELAWARE
S. & D. Coffee, Inc. (also known as S&D Coffee, Inc. and S & D Coffee, Inc.)		01/30/2018	Corporation: NORTH CAROLINA
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: 5			
Property Type	Number	Word Mark	
Serial Number:	87542091	EVERY DROP COUNTS	
Serial Number:	87542042	EVERY DROP COUNTS	
Serial Number:	87562351	REMINGTON PURE	
Serial Number:	87370813	SIPS	
Serial Number:	87150276	SIMPLY COFFEE	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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>			
Phone:	212.735.5117		
Email:	francine.waldbaum@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Francine Waldbaum		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	139900/569		

CH \$140.00 87542091

NAME OF SUBMITTER:	Rebecca Rodal
SIGNATURE:	/Rebecca Rodal/
DATE SIGNED:	01/30/2018
Total Attachments: 7 source=U.S._TrademarkSecurity_Agreement_Supplemental#page1.tif source=U.S._TrademarkSecurity_Agreement_Supplemental#page2.tif source=U.S._TrademarkSecurity_Agreement_Supplemental#page3.tif source=U.S._TrademarkSecurity_Agreement_Supplemental#page4.tif source=U.S._TrademarkSecurity_Agreement_Supplemental#page5.tif source=U.S._TrademarkSecurity_Agreement_Supplemental#page6.tif source=U.S._TrademarkSecurity_Agreement_Supplemental#page7.tif	

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

This U.S. TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) (this "Agreement"), dated as of January 30, 2018, is made and entered into by S. & D. Coffee, Inc., a North Carolina corporation with offices located at 300 Concord Parkway South, Concord, NC 28027 ("S&D Coffee") and DS Services of America, Inc., a Delaware corporation with offices located at 2300 Windy Ridge Parkway, Suite 500N, Atlanta, GA 30339 ("DS Services") (each, a "Grantor" and, collectively, the "Grantors") 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 Second 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 Corporation"), Cott Beverages Inc., a Georgia corporation ("Cott Beverages"), Cliffstar LLC, a Delaware limited liability company ("Cliffstar"), Cott Beverages Limited, a company organized under the laws of England and Wales, DS Services, and certain other subsidiaries of Cott Corporation party thereto, as Borrowers and/or Guarantors, the Lenders, JPMorgan Chase Bank, N.A., London Branch, as UK Security Trustee, JPMorgan Chase Bank, N.A., as Administrative Agent and Administrative Collateral Agent and each of the other parties party thereto entered into that certain Amended and Restated Credit Agreement, dated as of August 3, 2016 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, Cott Corporation, Aquaterra Corporation, a corporation organized under the laws of Canada, Cott Holdings Inc., a Delaware corporation, DS Services, S&D Coffee, Aimia Foods Limited, a company organized under the laws of England and Wales, and certain subsidiaries of Cott Corporation party thereto, as Borrowers and/or Guarantors, 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 and each of the other parties party thereto entered into that certain Second Amendment and Restatement Agreement, dated as of the date hereof (the "Restatement Agreement"; the Existing Credit Agreement, as amended and restated by the Restatement Agreement and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement");

WHEREAS, Cott Beverages and Cliffstar (each, a "2010 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 each 2010 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 such 2010 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 then owned by or owing to, or thereafter acquired by or arising in favor of such 2010 Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such 2010 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 Existing Credit Agreement, Cott Corporation, Cott Beverages, DS Services, and the other Reaffirming Parties thereto entered into a Reaffirmation Agreement; Grant and Amendment No. 3 to U.S. Security Agreement, dated as of August 3, 2016, pursuant to which, among other things: (a) certain amendments were made to the Security Agreement, (b) each Reaffirming Party 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, each Reaffirming Party 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);

WHEREAS, in connection with the Second Amended and Restated Credit Agreement, each Grantor entered into a Reaffirmation and Security Agreement, dated as of January 30, 2018 (as it may be amended, restated, supplemented or modified from time to time, the "Reaffirmation Agreement") pursuant to which, among other things, each 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 in furtherance of such reaffirmation, each 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 Second Amended and Restated Credit Agreement, the Security Agreement, and the Reaffirmation Agreement, the Grantors are 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 Grantors 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 Second Amended and Restated Credit Agreement, Security Agreement or Reaffirmation Agreement and

used herein have the meaning given to them in the Second Amended and Restated Credit Agreement, Security Agreement or Reaffirmation Agreement, as applicable.

Section 2. Reaffirmation of Liens

Each Grantor hereby reaffirms each Lien it granted in the Trademark Collateral (as defined below) 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 in the Trademark Collateral that were otherwise created or arose in favor of the Administrative Collateral Agent for the benefit of the Secured Parties.

Section 3. Grant of Security Interest in Trademarks

In furtherance of the reaffirmations set forth in the Reaffirmation Agreement and Section 2 hereof, each 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 such 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 such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such 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 a 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 4. Security Agreement

The security interests granted and reaffirmed pursuant to this Agreement are granted and reaffirmed in conjunction with the security interests granted to the Administrative Collateral Agent pursuant to the Security Agreement and Reaffirmation Agreement, and each 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 and reaffirmed 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 5. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN ANY 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 6. 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]

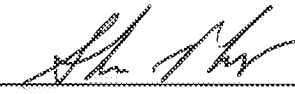
IN WITNESS WHEREOF, each Grantor has caused this U.S. TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

S. & D. COFFEE, INC.

By: 
Name: Shane Perkey
Title: Treasurer

DS SERVICES OF AMERICA, INC.

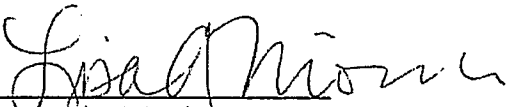
By: 
Name: Shane Perkey
Title: Treasurer

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

TRADEMARK
REEL: 006260 FRAME: 0984

ACCEPTED AND AGREED
as of the date first above written:

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


By: 
Name: Lisa Morrison
Title: Authorized Officer

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

TRADEMARK
REEL: 006260 FRAME: 0985

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

Trademark Applications

Country	Application Number	Trademark	Filing Date	Owner
United States	87/542,091	 EVERY DROP COUNTS	7/25/2017	DS Services of America, Inc.
United States	87/542,042	EVERY DROP COUNTS	7/25/2017	DS Services of America, Inc.
United States	87/562,351	REMINGTON PURE	8/9/2017	DS Services of America, Inc.
United States	87/370,813	SIPS	3/14/2017	DS Services of America, Inc.
United States	87/150,276	SIMPLY COFFEE	8/25/2016	S&D Coffee, Inc.