

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wallingford Coffee Mills Inc.		03/28/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East Ninth Street		
Internal Address:	Floor 13		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1066867	WALLINGFORD	
Registration Number:	3606923	JAVA TO GO	
Registration Number:	2479088	AROMA ALLEY	
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:	212-735-2811		
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:	139900/0569		
NAME OF SUBMITTER:	Oren Epstein		
SIGNATURE:	/OE/		
DATE SIGNED:	06/30/2019		
Total Attachments: 7			

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**TRADEMARK SECURITY AGREEMENT
(JOINDER)**

This TRADEMARK SECURITY AGREEMENT (JOINDER) (this “Agreement”), dated as of March 28, 2019, is made and entered into by Wallingford Coffee Mills Inc., an Ohio corporation, with offices located at 11401 Rockfield Court, Cincinnati, OH 45241 (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 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 of America, Inc., a Delaware corporation (“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, Inc., a North Carolina corporation, 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 January 30, 2018 (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, in connection with the foregoing, certain Guarantors 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 have been and may in the future be amended, restated, supplemented or modified and reaffirmed from time to time, the “Security Agreement”), pursuant to which each such Guarantor 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 Guarantor’s right, title and interest in, to and under all Collateral (as defined in the Security Agreement), in each case whether then owned by or owing to, or thereafter acquired by or arising in favor of such Guarantor, and whether owned or consigned by or to, or leased from or to, such Guarantor, 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, pursuant to that certain Joinder Agreement dated as of the date hereof, between the Grantor and JPMorgan Chase Bank, N.A., as Administrative Agent under the Second Amended and Restated Credit Agreement (as it may be amended, restated, supplemented or modified from time to time, the “Joinder Agreement”), the Grantor was joined as a Loan Party, Loan Guarantor and Borrower under the Second Amended and Restated Credit Agreement and as a Grantor under the Security Agreement. Pursuant to the Joinder Agreement, the Grantor agreed to be bound by all of the terms, provisions and conditions contained in the Security Agreement and, as security for the payment and performance in full of the Secured Obligations, the Grantor created and granted to the Administrative Collateral Agent, on behalf of and for the ratable benefit of the Secured Creditors, a security interest in all of Grantor’s right, title and interest in, to and under the collateral of the Grantor; and

WHEREAS, pursuant to Section 5.13 of the Second Amended and Restated Credit Agreement, in connection with the delivery of the Joinder 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 Second Amended and Restated Credit Agreement, Security Agreement or Joinder Agreement and used herein have the meaning given to them in the Second Amended and Restated Credit Agreement, Security Agreement or Joinder 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 the Joinder 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 the Joinder 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 the Joinder 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

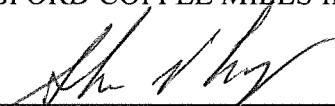
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or 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 TRADEMARK SECURITY AGREEMENT (JOINDER) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

WALLINGFORD COFFEE MILLS INC.

By: 
Name: Shane Perkey
Title: Treasurer

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 TRADEMARK SECURITY AGREEMENT (JOINDER) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

WALLINGFORD COFFEE MILLS INC.

By: _____

Name: Shane Perkey

Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

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

By: _____

Name: Michael P. Gutia

Title: Authorized Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
(JOINDER)

Trademarks

<u>TRADEMARK</u>	<u>REG. (APP) NO.</u>	<u>REG. (APP) DATE</u>	<u>OWNER</u>
WALLINGFORD (Stylized)	1066867 (73082867)	May 31, 1977 (April 5, 1976)	Wallingford Coffee Mills Inc. dba Wallingford Coffee Company
JAVA TO GO	3606923 (77318206)	April 14, 2009 (October 31, 2007)	Wallingford Coffee Mills Inc.
AROMA ALLEY	2479088 (75776659)	August 21, 2001 (August 16, 1999)	Wallingford Coffee Mills Inc.