

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cott Beverages Inc.		08/17/2010	CORPORATION: GEORGIA
Cliffstar LLC		08/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1300 East Ninth Street, Floor 13
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 86

Property Type	Number	Word Mark
Registration Number:	3329898	AFTERSHOCK
Registration Number:	1840794	ALASKAN FALLS
Registration Number:	1856389	ALASKAN FALLS
Registration Number:	1753371	ALASKAN FALLS
Registration Number:	1776022	AMERICAN CLASSIC
Registration Number:	2926470	AQUA MIST
Registration Number:	1865388	BERRY-DACTYL
Registration Number:	2782129	BOUNTY RUNNER
Registration Number:	2919483	BROWN BARREL
Registration Number:	2990697	CC CLIFFSTAR CORPORATION
Registration Number:	2990612	CC
Registration Number:	3662236	CHADWICK BAY
Registration Number:	3791642	CHADWICK BAY

CH \$2165.00 3329898

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**TRADEMARK
 REEL: 004270 FRAME: 0206**

Registration Number:	3768307	CHADWICK BAY
Registration Number:	3336604	CONDITION
Registration Number:	1931437	COOLY-SAURUS
Registration Number:	0749859	COTT
Registration Number:	3346151	COTT
Registration Number:	0679364	COTT
Registration Number:	0540457	COTT
Registration Number:	2957804	DAFFY DOZEN
Registration Number:	2911442	DR. DUCK
Registration Number:	2186730	DR. STRIPES
Registration Number:	2237271	DR. VESS
Registration Number:	3614572	EMERGE
Registration Number:	3641839	FORTIFIDO
Registration Number:	3688035	FORTIFIDO
Registration Number:	3389406	FREEFALL
Registration Number:	1956754	FRUIT MIST
Registration Number:	3134313	FRUIT MIST
Registration Number:	1882418	GOLDEN CROWN
Registration Number:	1694722	GOLDEN CROWN
Registration Number:	0966665	GOLDEN CROWN
Registration Number:	0700638	GOLDEN CROWN
Registration Number:	1870758	GRAPE-A-DON
Registration Number:	3098606	GRID IRON GRAPE
Registration Number:	2263293	HARBORSIDE
Registration Number:	3385483	HARVEST CLASSIC
Registration Number:	3779599	HARVEST CLASSIC
Registration Number:	3702862	HOOVER'S BARREL ROOT BEER
Registration Number:	3004801	HOUSE OF COTT
Registration Number:	3412299	INKED
Registration Number:	1507436	IT'S COTT TO BE GOOD!
Registration Number:	2351102	JUICEY MAGIC
Registration Number:	3758493	LOOPY LIMON
Registration Number:	3781937	MISH MASH MOUNTAIN
Registration Number:	2196482	MOUNTAIN STARS
Registration Number:	2384195	MOUNTAIN YELLER

Registration Number:	3383317	OOLONG JAHINI TEA
Registration Number:	3396406	ORIENT EMPORIUM TEA CO.
Registration Number:	3558745	
Registration Number:	3098607	PLAY MAKER
Registration Number:	3331023	RED RAIN
Registration Number:	2428857	RUGGED SAILS
Registration Number:	3657785	SHANSTAR
Registration Number:	2394075	SHANSTAR
Registration Number:	3129255	SO CLEAR
Registration Number:	2713932	STARS & STRIPES
Registration Number:	2495194	STARS & STRIPES
Registration Number:	1870759	STEGASAUROS
Registration Number:	3525061	THE TASTE OF LONGEVITY
Registration Number:	2163690	TRAXX
Registration Number:	3723436	U FORCE
Registration Number:	0555776	VESS
Registration Number:	1091057	VINTAGE
Registration Number:	1273007	VINTAGE
Registration Number:	0110004	WHISTLE
Registration Number:	3383319	YADUMO BLACK TEA
Serial Number:	77252328	BARE ALL
Serial Number:	77216615	BARE ALL
Serial Number:	77252322	BARE ALL
Serial Number:	77216621	BARE ALL
Serial Number:	77128555	BOMBSHELL
Serial Number:	77951844	COTT
Serial Number:	77651630	CRANSTAR 90
Serial Number:	77651629	CRANSTAR 90
Serial Number:	77751167	CRYSTAL FRUIT
Serial Number:	77276186	EMERGE
Serial Number:	85053790	EMERGE
Serial Number:	77888263	EXACT
Serial Number:	77688020	FREEDOM FROM THIRST
Serial Number:	77706168	MOUNTAIN FIZZ
Serial Number:	77694723	MR. FIZZ

Serial Number:	77758686	NATURAL REFRESHMENT IS SO CLEAR
Serial Number:	77631791	POWER GRID
Serial Number:	77906287	RED STRIKE

CORRESPONDENCE DATA

Fax Number: (917)777-3468
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-3468
Email: Faith.Robinson@skadden.com
Correspondent Name: Shivram Sankar
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	139900/569
NAME OF SUBMITTER:	Shivram Sankar
Signature:	/Shivram Sankar/
Date:	08/31/2010

Total Attachments: 10

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U.S. TRADEMARK SECURITY AGREEMENT

This U.S. TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 17, 2010, is between Cott Beverages Inc., a Georgia corporation located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 and Cliffstar LLC, a Delaware corporation located at One Cliffstar Ave., Dunkirk, NY 14048 (each, a "Grantor" and, collectively, "Grantors"), and JPMorgan Chase Bank, N.A. a National Banking Association located at 1300 East Ninth St., Floor 13, Cleveland, Ohio, 44114, acting in the capacity of Administrative Collateral Agent for Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Collateral Agent").

RECITALS:

The Grantors, Cott Corporation Corporation Cott (the "Company"), Cott Beverages Limited (the "UK Borrower," and together with the Company and the Grantors, collectively the "Borrowers"), the other Loan Parties, JPMorgan Chase Bank, N.A., as Administrative Agent and as Administrative Collateral Agent, JPMorgan Chase Bank, N.A., London Branch, in its capacity as UK Security Trustee, the Lenders party thereto and certain other parties thereto are entering into a Credit Agreement, dated as of August 17, 2010 (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement").

Each Grantor is also entering into a U.S. Pledge and Security Agreement, dated as of August 17, 2010 (the "Security Agreement"), by and among the Grantors, the subsidiaries of the Company party thereto and the Administrative Collateral Agent, in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement. Pursuant to the Security Agreement, 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 such 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 now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade name or derivatives thereof) and whether owned or consigned by or to, or leased from or to, such 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); and

Pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

ACCORDINGLY, 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 Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

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 Collateral, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor, and wherever located (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance in full when due, 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 application for registration of a Trademark that was filed in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademark, unless and until a "Statement of Use" pursuant to 15 USC 1051(d), or 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 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 made and granted hereby are more fully set forth in the Security 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, 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 the internal laws (and not the law of conflicts) of the state of New York, but giving effect to the federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

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

Very truly yours,

GRANTOR:
CLIFFSTAR LLC

By: 

Name: Michael R. Zimmerman
Title: Vice President and Treasurer

GRANTOR:
COTT BEVERAGES INC.

By: 

Name: Michael R. Zimmerman
Title: Vice President and Treasurer

U.S. Trademark Security Agreement

ACKNOWLEDGEMENT OF GRANTOR

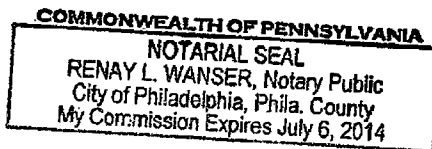
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF PHILADELPHIA)

SS.

On this 16th day of August, 2010 before me personally appeared Michael R. Zimmerman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cliffstar LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said corporation as authorized by its managers and/or members and that he acknowledged said instrument to be the free act and deed of said corporation.

Renay L. Wanser
Notary Public

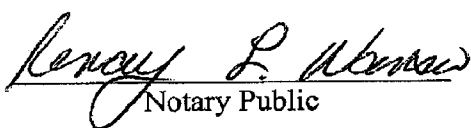


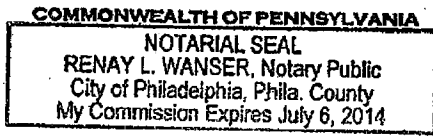
U.S. Trademark Security Agreement

ACKNOWLEDGEMENT OF GRANTOR

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) ss.

On this 16th day of August, 2010 before me personally appeared Michael R. Zimmerman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cott Beverages Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



U.S. Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

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

By: 

Name: David J. Waugh
Title: Senior Vice President

U.S. Trademark Security Agreement

SCHEDULE I
TO
U.S. TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Registration Number	Registration Date	Trademark
Cott Beverages Inc.	3,329,898	11/6/07	AFTERSHOCK
Cott Beverages Inc.	1,840,794	6/21/94	ALASKAN FALLS
Cott Beverages Inc.	1,856,389	9/27/94	ALASKAN FALLS & Design
Cott Beverages Inc.	1,753,371	2/16/93	ALASKAN FALLS (stylized)
Cott Beverages Inc.	1,776,022	6/8/93	AMERICAN CLASSIC
Cott Beverages Inc.	2,926,470	2/15/05	AQUA MIST
Cliffstar LLC	1,865,388	11/29/94	BERRY-DACTYL
Cliffstar LLC	2,782,129	11/11/03	BOUNTY RUNNER
Cott Beverages Inc.	2,919,483	1/18/05	BROWN BARREL
Cliffstar LLC	2,990,697	8/30/05	CC CLIFFSTAR CORPORATION & Design
Cliffstar LLC	2,990,612	8/30/05	CC Logo
Cliffstar LLC	3,662,236	7/28/09	CHADWICK BAY
Cliffstar LLC	3,791,642	5/18/10	CHADWICK BAY
Cliffstar LLC	3,768,307	3/30/10	CHADWICK BAY & Design
Cott Beverages Inc.	3,336,604	11/13/07	CONDITION
Cliffstar LLC	1,931,437	10/31/95	COOLY-SAURUS
Cott Beverages Inc.	749,859	5/21/63	COTT
Cott Beverages Inc.	3,346,151	11/27/07	COTT
Cott Beverages Inc.	679,364	5/26/59	COTT (stylized)
Cott Beverages Inc.	540,457	4/3/51	COTT (stylized)
Cott Beverages Inc.	2,957,804	5/31/05	DAFFY DOZEN
Cott Beverages Inc.	2,911,442	12/14/04	DR. DUCK
Cott Beverages Inc.	2,186,730	9/1/98	DR. STRIPES
Cott Beverages Inc.	2,237,271	4/6/99	DR. VESS
Cott Beverages Inc.	3,614,572	1/9/08	EMERGE
Cott Beverages Inc.	3,641,839	12/7/07	FORTIFIDO
Cott Beverages Inc.	3,688,035	12/21/07	FORTIFIDO (design)
Cott Beverages Inc.	3,389,406	2/26/08	FREEFALL
Cott Beverages Inc.	1,956,754	2/13/96	FRUIT MIST
Cott Beverages Inc.	3,134,313	8/22/06	FRUIT MIST
Cliffstar LLC	1,882,418	3/7/95	GOLDEN CROWN
Cliffstar LLC	1,694,722	6/16/92	GOLDEN CROWN
Cliffstar LLC	0,966,665	8/21/73	GOLDEN CROWN
Cliffstar LLC	0,700,638	7/5/60	GOLDEN CROWN
Cliffstar LLC	1,870,758	12/27/94	GRAPE-A-DON
Cott Beverages Inc.	3,098,606	5/30/06	GRID IRON GRAPE
Cliffstar LLC	2,263,293	7/20/99	HARBORSIDE
Cliffstar LLC	3,385,483	2/19/08	HARVEST CLASSIC

Owner	Registration Number	Registration Date	Trademark
Cliffstar LLC	3,779,599	4/20/10	HARVEST CLASSIC
Cott Beverages Inc.	3,702,862	10/27/09	HOOVER'S BARREL ROOT BEER
Cott Beverages Inc.	3,004,801	10/4/05	HOUSE OF COTT & Design
Cott Beverages Inc.	3,412,299	4/15/08	INKED
Cott Beverages Inc.	1,507,436	10/4/88	ITS' COTT TO BE GOOD!
Cliffstar LLC	2,351,102	5/23/00	JUICEY MAGIC
Cott Beverages Inc.	3,758,493	3/9/10	LOOPY LIMON
Cott Beverages Inc.	3,781,937	4/27/10	MISH MASH MOUNTAIN
Cott Beverages Inc.	2,196,482	10/13/98	MOUNTAIN STARS
Cott Beverages Inc.	2,384,195	9/5/00	MOUNTAIN YELLER
Cott Beverages Inc.	3,383,317	2/12/08	OOLONG JAHINI TEA
Cott Beverages Inc.	3,396,406	3/11/08	ORIENT EMPORIUM TEA CO.
Cott Beverages Inc.	3,558,745	1/6/09	Paw Print Design
Cott Beverages Inc.	3,098,607	5/30/06	PLAY MAKER
Cott Beverages Inc.	3,331,023	11/6/07	RED RAIN
Cliffstar LLC	2,428,857	2/13/01	RUGGED SAILS
Cliffstar LLC	3,657,785	7/21/09	ShanStar
Cliffstar LLC	2,394,075	10/10/00	SHANSTAR
Cott Beverages Inc.	3,129,255	8/15/06	SO CLEAR
Cott Beverages Inc.	2,713,932	5/6/03	STARS & STRIPES
Cott Beverages Inc.	2,495,194	10/9/01	STARS & STRIPES
Cliffstar LLC	1,870,759	12/27/94	STEGASAUROS
Cott Beverages Inc.	3,525,061	10/28/08	THE TASTE OF LONGEVITY
Cliffstar LLC	2,163,690	6/9/98	TRAXX
Cott Beverages Inc.	3,723,436	12/8/09	U FORCE
Cott Beverages Inc.	555,776	3/11/52	VESS (stylized)
Cott Beverages Inc.	1,091,057	5/9/78	VINTAGE
Cott Beverages Inc.	1,273,007	4/3/84	VINTAGE & Design
Cott Beverages Inc.	110,004	4/25/16	WHISTLE (stylized)
Cott Beverages Inc.	3,383,319	2/12/08	YADUMO BLACK TEA

Trademark Applications

Owner	Application Number	Filing Date	Trademark
Cott Beverages Inc.	77/252,328	8/10/07	BARE ALL
Cott Beverages Inc.	77/216,615	6/27/07	BARE ALL
Cott Beverages Inc.	77/252,322	8/10/07	BARE ALL (Design)
Cott Beverages Inc.	77/216,621	6/27/07	BARE ALL (Design)
Cott Beverages Inc.	77/128,555	3/12/07	BOMBSHELL
Cott Beverages Inc.	77/951,844	3/5/10	COTT
Cliffstar LLC	77/651,630	1/16/09	CranStar 90
Cliffstar LLC	77/651,629	1/16/09	CranStar 90
Cott Beverages Inc.	77/751,167	6/3/09	CRYSTAL FRUIT
Cott Beverages Inc.	77/276,186	9/11/2007	EMERGE

Owner	Application Number	Filing Date	Trademark
Cott Beverages Inc.	85/053,790	6/3/10	EMERGE
Cliffstar LLC	77/888,263	12/8/09	eXact
Cott Beverages Inc.	77/688,020	3/11/09	FREEDOM FROM THIRST
Cott Beverages Inc.	77/706,168	4/3/09	MOUNTAIN FIZZ
Cott Beverages Inc.	77/694,723	3/19/09	MR. FIZZ
Cott Beverages Inc.	77/758,686	6/12/09	NATURAL REFRSHMENT IS SO CLEAR
Cott Beverages Inc.	77/631,791	12/12/08	POWER GRID
Cott Beverages Inc.	77/906,287	6/6/10	RED STRIKE