

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cott Beverages Inc.		08/31/2016	Corporation: GEORGIA
Cliffstar LLC		08/31/2016	Limited Liability Company: DELAWARE
DS Services of America, Inc.		08/31/2016	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: 145

Property Type	Number	Word Mark
Registration Number:	4452746	CHADWICK BAY
Registration Number:	3888088	CRANSTAR 90
Registration Number:	4676378	FORMULATING GOODNESS
Registration Number:	4909077	HARBORSIDE
Registration Number:	4988994	SCIOCRAN 90
Registration Number:	4676183	SCIOPTRIENT
Registration Number:	4676377	
Registration Number:	4700574	BLAK MAX
Registration Number:	4685465	BLAK MAX
Registration Number:	4168724	BUBBLING CAULDRON
Registration Number:	1959704	CLEAR CHOICE
Registration Number:	4818347	COTT
Registration Number:	4254469	DOWNPOUR CHERRY LIMEADE
Registration Number:	4168725	GRAPENSTEIN
Registration Number:	4626491	MULBERRY FARMS
Registration Number:	4665938	·MULBERRY FARMS·

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4325586	REDEEM
Registration Number:	4800189	STARS & STRIPES
Registration Number:	4202794	10K
Registration Number:	2082990	ABITA SPRINGS
Registration Number:	2093790	ABITA SPRINGS
Registration Number:	2100478	ABITA SPRINGS
Registration Number:	2076858	ABITA SPRINGS
Registration Number:	1999405	ADMIRAL DEWEY
Registration Number:	1380916	ALHAMBRA
Registration Number:	1819231	ALHAMBRA
Registration Number:	2301785	ALHAMBRA
Registration Number:	3594216	ALHAMBRA
Registration Number:	2903885	ATHENA
Registration Number:	2990282	ATHENA
Registration Number:	3143277	ATHENA
Registration Number:	3823247	ATHENA
Registration Number:	3838228	ATHENA
Registration Number:	4214325	ATHENA
Registration Number:	3850480	ATHENA
Registration Number:	4328340	ATHENA WARRIORS
Registration Number:	1473752	BELMONT SPRINGS
Registration Number:	1474411	BELMONT SPRINGS
Registration Number:	3594217	BELMONT SPRINGS
Registration Number:	2680005	BELMONT SPRINGS
Registration Number:	2845136	BELMONT SPRINGS
Registration Number:	4835292	BOTTLED&BREWED
Registration Number:	1464793	COLORADO CRYSTAL
Registration Number:	4158388	CREATED FOR THE CAUSE
Registration Number:	4246463	CREATED FOR THE CAUSE
Registration Number:	3340862	CRYSTAL SPRINGS
Registration Number:	2662265	CRYSTAL SPRINGS GENUINE
Registration Number:	1335806	CRYSTAL-FRESH
Registration Number:	1273133	DEEP ROCK
Registration Number:	1273807	DEEP ROCK
Registration Number:	1279411	DEEP ROCK
Registration Number:	4895170	DEEP ROCK WATER
Registration Number:	4060610	DRINK TO YOUR GOOD HEALTH
Registration Number:	4060788	DRINK TO YOUR GOOD HEALTH

Property Type	Number	Word Mark
Registration Number:	3921593	DRINK TO YOUR HEALTH
Registration Number:	4717182	DS SERVICES
Registration Number:	3381515	DS WATERS
Registration Number:	3469275	DS WATERS
Registration Number:	3415547	DS WATERS
Registration Number:	4214380	ENVIROBOTTLE
Registration Number:	4401800	ENVIROPAC
Registration Number:	4354317	ENVIROPAC
Registration Number:	4354318	ENVIROPAC LIGHTWEIGHT BOTTLES 50% LESS P
Registration Number:	4401801	ENVIROPAC LIGHTWEIGHT BOTTLES 50% LESS P
Registration Number:	2058243	EXOTIC ISLE
Registration Number:	2633723	EZBREW
Registration Number:	1806322	GEORGIA MOUNTAIN
Registration Number:	2865943	GOLDEN LEAF
Registration Number:	4285166	GOLDEN LEAF TEA FOR ICED TEA LOVERS
Registration Number:	1857234	GREAT TASTE
Registration Number:	0890568	H & S
Registration Number:	0868229	HINCKLEY & SCHMITT
Registration Number:	2635764	HINCKLEY SPRINGS
Registration Number:	3594218	HINCKLEY SPRINGS
Registration Number:	2832247	HINCKLEY SPRINGS
Registration Number:	2668365	HINCKLEY SPRINGS SPRING WATER
Registration Number:	3110802	HINCKLEY SPRINGS SPRING WATER
Registration Number:	2080228	JAVARAMA
Registration Number:	3223881	JAVARAMA ONE HUNDRED PERCENT ARABICA COF
Registration Number:	2265142	JR. SPORT
Registration Number:	1858306	KENTWOOD
Registration Number:	1862686	KENTWOOD
Registration Number:	1376169	KENTWOOD
Registration Number:	1376422	KENTWOOD
Registration Number:	2169782	KENTWOOD SPRINGS
Registration Number:	3608380	KENTWOOD SPRINGS
Registration Number:	2273841	KWENCHER
Registration Number:	3998501	MIX WITH FORMULA, JUICE, AND CEREAL
Registration Number:	3958946	MOMMYMESSENGER
Registration Number:	4206717	MOUNT OLYMPUS
Registration Number:	2310943	MOUNT OLYMPUS
Registration Number:	4305920	MOUNT OLYMPUS SINCE 1898

Property Type	Number	Word Mark
Registration Number:	4003741	MPROVE
Registration Number:	4132660	MY UTAPIA
Registration Number:	1527257	NURSERY
Registration Number:	4080744	NURSERY FAMILY REWARDS
Registration Number:	4206640	PURE + REFRESHING
Registration Number:	4191128	PURE WATER DISPENSER
Registration Number:	3486185	PURELY REFRESHING
Registration Number:	3146221	PURELY REFRESHING. PERSONALLY DELIVERED.
Registration Number:	4149908	RELYANT
Registration Number:	4285165	RELYANT
Registration Number:	4019967	RENEW
Registration Number:	4016420	REWARD
Registration Number:	3489905	SERVICE YOU CAN COUNT ON. QUALITY YOU CA
Registration Number:	1428913	SIERRA
Registration Number:	2769409	SIERRA SPRINGS
Registration Number:	3594219	SIERRA SPRINGS
Registration Number:	2680006	SIERRA SPRINGS
Registration Number:	2719606	SIERRA SPRINGS
Registration Number:	0625100	SPARKLETTS
Registration Number:	2225430	SPARKLETTS
Registration Number:	2301772	SPARKLETTS
Registration Number:	4246666	SPARKLETTS
Registration Number:	4912931	SPARKLETTS
Registration Number:	3437556	SPARKLETTS HOME AND OFFICE DELIVERY
Registration Number:	3437557	SPARKLETTS HOME AND OFFICE DELIVERY
Registration Number:	1464791	SPRINGLITE
Registration Number:	4434961	STANDARD
Registration Number:	2537522	STANDARD COFFEE
Registration Number:	4827460	STANDARD COFFEE
Registration Number:	1112920	STANDARD COFFEE SERVICE COMPANY
Registration Number:	1272975	STANDARD COFFEE SERVICE COMPANY
Registration Number:	1967133	STANDGUARD
Registration Number:	4578291	STANDGUARD
Registration Number:	1970243	STAND GUARD
Registration Number:	4278509	STAND GUARD
Registration Number:	4152122	STRENGTH
Registration Number:	2083253	TALAWANDA
Registration Number:	1525495	THE PURE WATER PEOPLE

Property Type	Number	Word Mark
Registration Number:	2173994	TRANSPORT
Registration Number:	1718540	
Registration Number:	1741749	
Registration Number:	3319455	
Registration Number:	3848943	
Serial Number:	86026595	SCIOCRAN
Serial Number:	86296105	ARCTIC COOLER
Serial Number:	86964863	BEARDED OAK
Serial Number:	86114914	BILLION BUBBLE BEVERAGE
Serial Number:	85659027	CLEAR FUSIONS
Serial Number:	86772485	SUMMERADES
Serial Number:	86929681	VESS
Serial Number:	85931919	DS SERVICES
Serial Number:	86049430	RELYANT
Serial Number:	86228819	TERRAZA

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

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
NAME OF SUBMITTER:	Rebecca Rodal
SIGNATURE:	/rebecca rodal/
DATE SIGNED:	09/01/2016

Total Attachments: 12

- source=Cott - U.S. Trademark Security Agreement (Supplemental)#page1.tif
- source=Cott - U.S. Trademark Security Agreement (Supplemental)#page2.tif
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**U.S. TRADEMARK SECURITY AGREEMENT
(SUPPLEMENTAL)**

This U.S. TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) (this "Agreement"), dated as of August 31, 2016, is made and entered into by Cott Beverages Inc., a Georgia corporation located at 5519 West Idlewild Avenue, Tampa, Florida 33634-8016 ("Cott Beverages"), Cliffstar LLC, a Delaware limited liability company located at One Cliffstar Ave., Dunkirk, NY 14048 ("Cliffstar") and DS Services of America, Inc., a Delaware corporation 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 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, Cliffstar, Cott Beverages Limited, a company organized under the laws of England and Wales, as Borrowers, and DS Services, 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, each 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 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 then owned by or owing to, or thereafter 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, 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, each 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) 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 (c) 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 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 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. 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

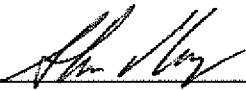
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or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

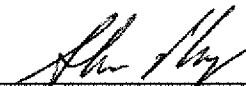
IN WITNESS WHEREOF, each Grantor has caused this U.S. TRADEMARK SECURITY AGREEMENT (SUPPLEMENTAL) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

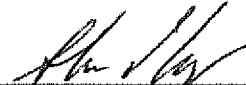
CLIFFSTAR LLC

By: 
Name: Shane Perkey
Title: Treasurer

COTT BEVERAGES INC.

By: 
Name: Shane Perkey
Title: Treasurer

DS SERVICES OF AMERICA, 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: David J. Waugh
Title: Authorized Officer

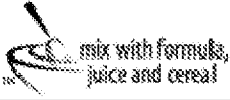




SCHEDULE I
TO
U.S. TRADEMARK SECURITY AGREEMENT
(SUPPLEMENTAL)






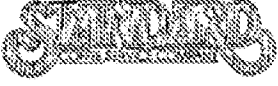




Trademark Registrations

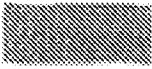


Trademark No.	Trademark	Registration Date	Owner
4,452,746	CHADWICK BAY	12/17/2013	Cliffstar LLC
3,888,088	CRANSTAR 90	12/7/2010	Cliffstar LLC
4,676,378	FORMULATING GOODNESS	1/20/2015	Cliffstar LLC
4,909,077	HARBORSIDE	3/01/2016	Cliffstar LLC
4,988,994	SCIOCRAN 90	6/28/2016	Cliffstar LLC
4,676,183	SCIOPTRIENT	1/20/2015	Cliffstar LLC
4,676,377	SCIOPTRIENT Logo	1/20/2015	Cliffstar LLC
4,700,574	BLAK MAX	3/10/2015	Cott Beverages Inc.
4,685,465	BLAK MAX & Design	2/10/2015	Cott Beverages Inc.
4,168,724	BUBBLING CAULDRON	7/3/2012	Cott Beverages Inc.
1,959,704	CLEAR CHOICE	3/5/1996	Cott Beverages Inc.
4,818,347	COTT	9/22/2015	Cott Beverages Inc.
4,254,469	DOWNPOUR CHERRY LIMEADE	12/4/2012	Cott Beverages Inc.
4,168,725	GRAPENSTEIN	7/3/2012	Cott Beverages Inc.
4,626,491	MULBERRY FARMS	10/21/2014	Cott Beverages Inc.
4,665,938	MULBERRY FARMS Logo	1/06/2015	Cott Beverages Inc.
4,325,586	REDEEM	4/23/2013	Cott Beverages Inc.
4,800,189	STARS & STRIPES	8/25/2015	Cott Beverages Inc.
4,202,794	10K	9/4/2012	DS Services of America, Inc.
2,082,990	ABITA SPRINGS	7/29/1997	DS Services of America, Inc.
2,093,790	ABITA SPRINGS	9/2/1997	DS Services of America, Inc.
2,100,478	ABITA SPRINGS	9/23/1997	DS Services of America, Inc.
2,076,858		7/8/1997	DS Services of America, Inc.
1,999,405		9/10/1996	DS Services of America, Inc.
1,380,916	ALHAMBRA	1/28/1986	DS Services of America, Inc.
1,819,231	ALHAMBRA	2/1/1994	DS Services of America, Inc.
2,301,785	ALHAMBRA	12/21/1999	DS Services of America, Inc.
3,594,216	ALHAMBRA	3/24/2009	DS Services of America, Inc.
2,903,885	ATHENA	11/16/2004	DS Services of America, Inc.

2,990,282	ATHENA	8/30/2005	DS Services of America, Inc.
3,143,277	ATHENA	9/12/2006	DS Services of America, Inc.
3,823,247	ATHENA	7/20/2010	DS Services of America, Inc.
3,838,228	ATHENA	8/24/2010	DS Services of America, Inc.
4,214,325	ATHENA	9/25/2012	DS Services of America, Inc.
3,850,480		9/21/2010	DS Services of America, Inc.
4,328,340	ATHENA WARRIORS	4/30/2013	DS Services of America, Inc.
1,473,752	BELMONT SPRINGS	1/26/1988	DS Services of America, Inc.
1,474,411	BELMONT SPRINGS	1/26/1988	DS Services of America, Inc.
3,594,217	BELMONT SPRINGS	3/24/2009	DS Services of America, Inc.
2,680,005		1/28/2003	DS Services of America, Inc.
2,845,136		5/25/2004	DS Services of America, Inc.
4,835,292	BOTTLED & BREWED	10/20/2015	DS Services of America, Inc.
1,464,793	COLORADO CRYSTAL	11/10/1987	DS Services of America, Inc.
4,158,388	CREATED FOR THE CAUSE	6/12/2012	DS Services of America, Inc.
4,246,463	CREATED FOR THE CAUSE	11/20/2012	DS Services of America, Inc.
3,340,862	CRYSTAL SPRINGS	11/20/2007	DS Services of America, Inc.
2,662,265		12/17/2002	DS Services of America, Inc.
1,335,806	CRYSTAL-FRESH	5/14/1985	DS Services of America, Inc.
1,273,133	DEEP ROCK	4/3/1984	DS Services of America, Inc.
1,273,807	DEEP ROCK	4/10/1984	DS Services of America, Inc.
1,279,411	DEEP ROCK	5/29/1984	DS Services of America, Inc.
4,895,170	DEEP ROCK WATER & Design	2/2/2016	DS Services of America, Inc.
4,060,610	DRINK TO YOUR GOOD HEALTH	11/22/2011	DS Services of America, Inc.
4,060,788	DRINK TO YOUR GOOD HEALTH	11/22/2011	DS Services of America, Inc.
3,921,593	DRINK TO YOUR HEALTH	2/22/2011	DS Services of America, Inc.
4,717,182	DS SERVICES	4/7/2015	DS Services of America, Inc.
3,381,515	DS WATERS	2/12/2008	DS Services of America, Inc.
3,469,275	DS WATERS	7/15/2008	DS Services of America, Inc.
3,415,547		4/22/2008	DS Services of America, Inc.
4,214,380	ENVIROBOTTLE	9/25/2012	DS Services of America, Inc.
4,401,800	ENVIROPAC	9/10/2013	DS Services of America, Inc.
4,354,317	ENVIROPAC	6/18/2013	DS Services of America, Inc.


4,354,318		6/18/2013	DS Services of America, Inc.
4,401,801		9/10/2013	DS Services of America, Inc.
2,058,243	EXOTIC ISLE	4/29/1997	DS Services of America, Inc.
2,633,723	EZBREW	10/15/2002	DS Services of America, Inc.
1,806,322	GEORGIA MOUNTAIN	11/23/1993	DS Services of America, Inc.
2,865,943	GOLDEN LEAF	7/27/2004	DS Services of America, Inc.
4,285,166		2/5/2013	DS Services of America, Inc.
1,857,234	GREAT TASTE	10/4/1994	DS Services of America, Inc.
0,890,568	H & S	5/5/1970	DS Services of America, Inc.
0,868,229	HINCKLEY & SCHMITT	4/15/1969	DS Services of America, Inc.
2,635,764	HINCKLEY SPRINGS	10/15/2002	DS Services of America, Inc.
3,594,218	HINCKLEY SPRINGS	3/24/2009	DS Services of America, Inc.
2,832,247		4/13/2004	DS Services of America, Inc.
2,668,365		12/31/2002	DS Services of America, Inc.
3,110,802		7/4/2006	DS Services of America, Inc.
2,080,228	JAVARAMA	7/15/1997	DS Services of America, Inc.
3,223,881		4/3/2007	DS Services of America, Inc.
2,265,142	JR. SPORT	7/27/1999	DS Services of America, Inc.
1,858,306	KENTWOOD	10/18/1994	DS Services of America, Inc.
1,862,686	KENTWOOD	11/15/1994	DS Services of America, Inc.
1,376,169		12/17/1985	DS Services of America, Inc.

1,376,422	KENTWOOD	12/17/1985	DS Services of America, Inc.
2,169,782	KENTWOOD SPRINGS	6/30/1998	DS Services of America, Inc.
3,608,380	KENTWOOD SPRINGS	4/21/2009	DS Services of America, Inc.
2,273,841	KWENCHER	8/31/1999	DS Services of America, Inc.
3,998,501		7/19/2011	DS Services of America, Inc.
3,958,946	MOMMY MESSENGER	5/10/2011	DS Services of America, Inc.
4,206,717	MOUNT OLYMPUS	9/11/2012	DS Services of America, Inc.
2,310,943		1/25/2000	DS Services of America, Inc.
4,305,920		3/19/2013	DS Services of America, Inc.
4,003,741	MPROVE	7/26/2011	DS Services of America, Inc.
4,132,660	MY UTAPIA	4/24/2012	DS Services of America, Inc.
1,527,257	NURSERY	2/28/1989	DS Services of America, Inc.
4,080,744	NURSERY FAMILY REWARDS	1/3/2012	DS Services of America, Inc.
4,206,640	PURE + REFRESHING	9/11/2012	DS Services of America, Inc.
4,191,128		8/14/2012	DS Services of America, Inc.
3,486,185	PURELY REFRESHING	8/12/2008	DS Services of America, Inc.
3,146,221	PURELY REFRESHING. PERSONALLY DELIVERED	9/19/2006	DS Services of America, Inc.
4,149,908	RELYANT	5/29/2012	DS Services of America, Inc.
4,285,165	RELYANT	2/5/2013	DS Services of America, Inc.
4,019,967	RENEW	8/30/2011	DS Services of America, Inc.
4,016,420	REWARD	8/23/2011	DS Services of America, Inc.
3,489,905	SERVICE YOU CAN COUNT ON. QUALITY YOU CAN TRUST.	8/19/2008	DS Services of America, Inc.
1,428,913	SIERRA	2/17/1987	DS Services of America, Inc.
2,769,409	SIERRA SPRINGS	9/30/2003	DS Services of America, Inc.
3,594,219	SIERRA SPRINGS	3/24/2009	DS Services of America, Inc.
2,680,006		1/28/2003	DS Services of America, Inc.

2,719,606		5/27/2003	DS Services of America, Inc.
0,625,100	SPARKLETTS	4/10/1956	DS Services of America, Inc.
2,225,430	SPARKLETTS	2/23/1999	DS Services of America, Inc.
2,301,772	SPARKLETTS	12/21/1999	DS Services of America, Inc.
4,246,666	SPARKLETTS	11/20/2012	DS Services of America, Inc.
4,912,931	SPARKLETTS	3/8/2016	DS Services of America, Inc.
3,437,556		5/27/2008	DS Services of America, Inc.
3,437,557		5/27/2008	DS Services of America, Inc.
1,464,791	SPRINGLITE	11/10/1987	DS Services of America, Inc.
4,434,961	STANDARD	11/19/2013	DS Services of America, Inc.
2,537,522	STANDARD COFFEE	2/12/2002	DS Services of America, Inc.
4,827,460		10/6/2015	DS Services of America, Inc.
1,112,920		2/6/1979	DS Services of America, Inc.
1,272,975		4/3/1984	DS Services of America, Inc.
1,967,133	STANDGUARD	4/9/1996	DS Services of America, Inc.
4,578,291	STANDGUARD	8/5/2014	DS Services of America, Inc.
1,970,243		4/23/1996	DS Services of America, Inc.
4,278,509	STANDGUARD	1/22/2013	DS Services of America, Inc.
4,152,122	STRENGTH	6/5/2012	DS Services of America, Inc.
2,083,253		7/29/1997	DS Services of America, Inc.
1,525,495	THE PURE WATER PEOPLE	2/21/1989	DS Services of America, Inc.
2,173,994		7/14/1998	DS Services of America, Inc.
1,718,540		9/22/1992	DS Services of America, Inc.

1,741,749		12/22/1992	DS Services of America, Inc.
3,319,455		10/23/2007	DS Services of America, Inc.
3,848,943		9/14/2010	DS Services of America, Inc.

Trademark Applications

Application Number	Trademark	Filing Date	Owner
86/026,595	SCIOCRAN	8/1/2013	Cliffstar LLC
86/296,105	ARCTIC COOLER	5/30/2014	Cott Beverages Inc.
86/964,863	BEARDED OAK	4/05/2016	Cott Beverages Inc.
86/114,914	BILLION BUBBLE BEVERAGE	11/11/2013	Cott Beverages Inc.
85/659,027	CLEAR FUSIONS	6/22/2012	Cott Beverages Inc.
86/772,485	SUMMERADES	9/29/2015	Cott Beverages Inc.
86/929,681	VESS	3/4/2016	Cott Beverages Inc.
85/931,919	DS SERVICES	5/14/2013	DS Services of America, Inc.
86/049,430		8/27/2013	DS Services of America, Inc.
86/228,819	TERRAZA	3/21/2014	DS Services of America, Inc.