

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460253

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cott Holdings 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
DS Services of America, Inc.		01/30/2018	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: 177

Property Type	Number	Word Mark
Registration Number:	4004400	COTT
Registration Number:	4818347	COTT
Registration Number:	0679364	COTT
Registration Number:	1507436	IT'S COTT TO BE GOOD!
Registration Number:	2076858	ABITA SPRINGS
Registration Number:	2680005	BELMONT SPRINGS
Registration Number:	2845136	BELMONT SPRINGS
Registration Number:	2662265	CRYSTAL SPRINGS GENUINE
Registration Number:	3415547	DS WATERS
Registration Number:	4354318	ENVIROPAC LIGHTWEIGHT BOTTLES 50% LESS P
Registration Number:	4401801	ENVIROPAC LIGHTWEIGHT BOTTLES 50% LESS P
Registration Number:	4285166	GOLDEN LEAF TEA FOR ICED TEA LOVERS
Registration Number:	2832247	HINCKLEY SPRINGS
Registration Number:	2668365	HINCKLEY SPRINGS SPRING WATER
Registration Number:	3223881	JAVARAMA ONE HUNDRED PERCENT ARABICA COF

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3998501	MIX WITH FORMULA, JUICE, AND CEREAL
Registration Number:	2310943	MOUNT OLYMPUS
Registration Number:	4305920	MOUNT OLYMPUS SINCE 1898
Registration Number:	4191128	PURE WATER DISPENSER
Registration Number:	4285165	RELYANT
Registration Number:	3314992	REMINGTON
Registration Number:	2680006	SIERRA SPRINGS
Registration Number:	2719606	SIERRA SPRINGS
Registration Number:	3437556	SPARKLETTS HOME AND OFFICE DELIVERY
Registration Number:	3437557	SPARKLETTS HOME AND OFFICE DELIVERY
Registration Number:	3596635	ISPRING
Registration Number:	4827460	STANDARD COFFEE
Registration Number:	1112920	STANDARD COFFEE SERVICE COMPANY
Registration Number:	1272975	STANDARD COFFEE SERVICE COMPANY
Registration Number:	4278509	STAND GUARD
Registration Number:	2083253	TALAWANDA
Registration Number:	2173994	TRANSPORT
Registration Number:	1718540	
Registration Number:	1741749	
Registration Number:	3319455	
Registration Number:	4202794	10K
Registration Number:	2082990	ABITA SPRINGS
Registration Number:	2093790	ABITA SPRINGS
Registration Number:	2100478	ABITA SPRINGS
Registration Number:	1819231	ALHAMBRA
Registration Number:	2301785	ALHAMBRA
Registration Number:	3594216	ALHAMBRA
Registration Number:	3732888	ALWAYS PURE
Registration Number:	2903885	ATHENA
Registration Number:	2990282	ATHENA
Registration Number:	4214325	ATHENA
Registration Number:	4328340	ATHENA WARRIORS
Registration Number:	1473752	BELMONT SPRINGS
Registration Number:	1474411	BELMONT SPRINGS
Registration Number:	3594217	BELMONT SPRINGS
Registration Number:	3540967	BENEFICIAL MINERALS
Registration Number:	4835292	BOTTLED&BREWED
Registration Number:	1464793	COLORADO CRYSTAL

Property Type	Number	Word Mark
Registration Number:	4158388	CREATED FOR THE CAUSE
Registration Number:	4246463	CREATED FOR THE CAUSE
Registration Number:	3340862	CRYSTAL SPRINGS
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
Registration Number:	3921593	DRINK TO YOUR HEALTH
Registration Number:	4717182	DS SERVICES
Registration Number:	5137794	DS SERVICES
Registration Number:	3381515	DS WATERS
Registration Number:	3469275	DS WATERS
Registration Number:	4214380	ENVIROBOTTLE
Registration Number:	4354317	ENVIROPAC
Registration Number:	4401800	ENVIROPAC
Registration Number:	2058243	EXOTIC ISLE
Registration Number:	2633723	EZBREW
Registration Number:	1806322	GEORGIA MOUNTAIN
Registration Number:	2865943	GOLDEN LEAF
Registration Number:	0890568	H & S
Registration Number:	0868229	HINCKLEY & SCHMITT
Registration Number:	2635764	HINCKLEY SPRINGS
Registration Number:	3594218	HINCKLEY SPRINGS
Registration Number:	4145527	HOSPITAL PURE
Registration Number:	3349901	IAQUA
Registration Number:	3345725	IHOT
Registration Number:	2080228	JAVARAMA
Registration Number:	2265142	JR. SPORT
Registration Number:	2169782	KENTWOOD SPRINGS
Registration Number:	3608380	KENTWOOD SPRINGS
Registration Number:	2273841	KWENCHER
Registration Number:	4206717	MOUNT OLYMPUS
Registration Number:	3326873	MOUNTAIN FRESH WATER
Registration Number:	4003741	MPROVE
Registration Number:	4132660	MY UTAPIA

Property Type	Number	Word Mark
Registration Number:	3322695	NANO OSMOSIS
Registration Number:	1527257	NURSERY
Registration Number:	4080744	NURSERY FAMILY REWARDS
Registration Number:	4071077	OFFICE PURE
Registration Number:	4206640	PURE + REFRESHING
Registration Number:	3753390	PURITY YOU CAN TRUST
Registration Number:	4149908	RELYANT
Registration Number:	3278162	REMINGTON
Registration Number:	3548960	REMINGTON
Registration Number:	3622405	REMINGTON WATER
Registration Number:	3726128	REMINGTON WATER
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:	2225430	SPARKLETTS
Registration Number:	2301772	SPARKLETTS
Registration Number:	4246666	SPARKLETTS
Registration Number:	4912931	SPARKLETTS
Registration Number:	1464791	SPRINGLITE
Registration Number:	4434961	STANDARD
Registration Number:	2537522	STANDARD COFFEE
Registration Number:	1967133	STANDGUARD
Registration Number:	4578291	STANDGUARD
Registration Number:	4152122	STRENGTH
Registration Number:	1525495	THE PURE WATER PEOPLE
Registration Number:	3696889	ALL-IN-ONE ICED COFFEE FLAVOR FUSION
Registration Number:	5266202	AMERICA'S SMARTEST COFFEE & TEA CO.
Registration Number:	3112054	AMERICAN SELECT
Registration Number:	4214856	BEAN RIVER ROASTERS
Registration Number:	3331660	BUFFALO & SPRING
Registration Number:	3370476	BUFFALO & SPRING COFFEES OF DISTINCTION
Registration Number:	4800233	CEDAR SPRINGS COFFEE SHACK
Registration Number:	4805020	CONSTANT COFFEE
Registration Number:	2515823	DARK SKY CAFE
Registration Number:	2952739	DAY STARTER

Property Type	Number	Word Mark
Registration Number:	2261280	
Registration Number:	4778085	DOWN HOME DARK ROAST
Registration Number:	2061697	EUROPEAN SELECT
Registration Number:	3637127	GLOBAL BLEND
Registration Number:	4809206	HORCHATA PIÑATA
Registration Number:	2717663	JAVA LANE
Registration Number:	4566758	JAVA LANE
Registration Number:	3363524	JAVA VALLEY
Registration Number:	1998504	KONA CLASSIC
Registration Number:	0971484	LINCOLNSHIRE
Registration Number:	3090741	MANGROVE BAY
Registration Number:	4622325	MILK PLEASE
Registration Number:	4625649	MILK SPLASH
Registration Number:	3663399	NEW RIVER
Registration Number:	1052542	NITRO-PAK
Registration Number:	3696888	PERFECT ICED COFFEE
Registration Number:	2321985	PREMIUM GOLD
Registration Number:	3879014	PREMIUM GOLD
Registration Number:	3291877	RACE ZONE
Registration Number:	5312898	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Registration Number:	2637090	RED SKY BLEND
Registration Number:	2897909	ROOM MATE
Registration Number:	3122091	ROYAL DOWRY CHOCOLATES
Registration Number:	5137840	S&D
Registration Number:	0840594	S & D
Registration Number:	5281484	S&D COFFEE & TEA
Registration Number:	2514671	S&D COFFEE, INC.
Registration Number:	3383002	S&D COFFEE, INC
Registration Number:	3993057	SIMPLY COFFEE
Registration Number:	5038645	SIMPLY COFFEE
Registration Number:	4626068	SIR STRAWBERRY SWIRL
Registration Number:	4800234	SLIPPERY ROCK COFFEE SHOP
Registration Number:	4778216	SPLASH LANDING
Registration Number:	3257113	START ZONE
Registration Number:	1678013	SUITE SYSTEMS
Registration Number:	4800235	TALL OAKS COFFEE HOUSE
Registration Number:	3851104	TEAFINITY
Registration Number:	4455932	TEAFINITY BAGLESS TEA

Property Type	Number	Word Mark
Registration Number:	2181541	THE COFFEE ZONE
Registration Number:	2500747	THE JAVA GROVE
Registration Number:	4893318	THE MOST IMPORTANT BRAND IS YOURS
Registration Number:	0068024	VICTOR
Registration Number:	3018270	WAKE ZONE
Serial Number:	86451847	LIL' SPLASHERS
Serial Number:	87120682	RAIZ SUSTAINABILITY ROOTED IN IMPACT
Serial Number:	86961258	SIMPLY COFFEE
Serial Number:	85536854	SIMPLY TEA
Serial Number:	86678838	SIMPLYONE

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: 212.735.5117

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

NAME OF SUBMITTER: Rebecca Rodal

SIGNATURE: /Rebecca Rodal/

DATE SIGNED: 01/31/2018

Total Attachments: 15

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**U.S. TRADEMARK SECURITY AGREEMENT
(REAFFIRMATION GRANT)**

This U.S. TRADEMARK SECURITY AGREEMENT (REAFFIRMATION GRANT) (this "Agreement"), dated as of January 30, 2018, is made and entered into by Cott Holdings Inc., a Delaware corporation with offices located at Corporate Center III, Suite 400, 4221 West Boy Scout Boulevard, Tampa, FL 33607 ("Cott Holdings"), 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, 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 Security Agreement: (a) Cott Beverages and Cliffstar entered into that certain U.S. Trademark Security Agreement dated as of August 17, 2010 in favor of the Administrative Collateral Agent, which was filed with the United States Patent and Trademark Office ("USPTO") on August 31, 2010 at Reel/Frame No. 4270/0206, (b) Cott Beverages and Cliffstar entered into that certain U.S. Trademark Security Agreement (Supplemental) dated as of May 9, 2012 in favor of the Administrative Collateral Agent, which was filed with the USPTO on May 11, 2012 at Reel/Frame No. 4778/0024, (c) Cott Beverages and Cliffstar entered into that certain U.S. Trademark Security Agreement (Reaffirmation Grant) dated as of August 31, 2016 in favor of the Administrative Collateral Agent, which was filed with the USPTO on September 1, 2016 at Reel/Frame No. 5869/0075, (d) Cott Beverages, Cliffstar and DS Services entered into that certain U.S. Trademark Security Agreement (Supplemental) dated as of August 31, 2016 in favor of the Administrative Collateral Agent, which was filed with the USPTO on September 1, 2016 at Reel/Frame No. 5868/0589, (e) S&D Coffee entered into that certain U.S. Trademark Security Agreement (Joinder) dated as of August 31, 2016 in favor of the Administrative Collateral Agent, which was filed with the USPTO at Reel/Frame No. 5869/0059 and (f) DS Services entered into that certain U.S. Trademark Security Agreement (Supplemental) dated as of June 15, 2017 in favor of the Administrative Collateral Agent, which was filed with the USPTO on June 16, 2017 at Reel/Frame No. 6085/0858 (collectively, the "Trademark Security Agreements"), pursuant to which each such 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 such party's right, title and interest in, to and under certain trademark collateral, in each case, whether then owned by or owing to, or thereafter acquired by or arising in favor of such party, and wherever located, to secure the prompt and complete payment and performance in full when due, of the Secured Obligations;

WHEREAS, in connection with that certain Reorganization Agreement dated as of July 24, 2017 and that certain Trademark Assignment Agreement executed prior to the date hereof, the U.S. trademark and service mark registrations set forth on Schedule I hereto identified as owned by Cott Holdings were assigned by Cott Beverages to Cott Holdings prior to the date hereof;

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 Reaffirmation Agreement, each Grantor desires to hereby reaffirm the Lien it granted in certain intellectual property collateral in favor of the Administrative Collateral Agent granted pursuant to the Security Agreement and Trademark Security Agreements, as further described herein, 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, Trademark Security Agreements or Reaffirmation Agreement and used herein have the meaning given to them in the Second Amended and Restated Credit Agreement, Security Agreement, Trademark Security Agreements 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, and reaffirms each other right and obligation, in each case, under or as set forth in the Security Agreement and each of the Trademark Security Agreements to which such Grantor is a party.

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 USPTO 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, Trademark Security Agreements 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, Trademark Security Agreements 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, Trademark Security Agreements 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

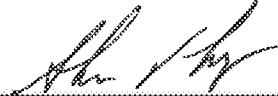
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or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

GRANTORS:


COTT HOLDINGS INC.

By: 
Name: Shane Perkey
Title: Treasurer

DS SERVICES OF AMERICA, INC.

By: 
Name: Shane Perkey
Title: Treasurer

S. & D. COFFEE, INC.


By: 
Name: Shane Perkey
Title: Treasurer

Signature Page to U.S. Trademark Security Agreement (Reaffirmation Grant)

TRADEMARK
REEL: 006262 FRAME: 0694

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 (Reaffirmation Grant)










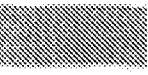
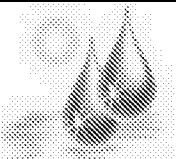
TRADEMARK
REEL: 006262 FRAME: 0695

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

Trademark Registrations

Country	Registration Number	Trademark	Registration Date	Owner
United States	4,004,400	COTT	8/2/2011	Cott Holdings Inc.
United States	4,818,347	COTT	9/22/2015	Cott Holdings Inc.
United States	679,364	Cott (Stylized)	5/26/1959	Cott Holdings Inc.
United States	1,507,436	IT'S COTT TO BE GOOD!	10/4/1988	Cott Holdings Inc.
United States	2,076,858		7/8/1997	DS Services of America, Inc.
United States	2,680,005		1/28/2003	DS Services of America, Inc.
United States	2,845,136		5/25/2004	DS Services of America, Inc.
United States	2,662,265		12/17/2002	DS Services of America, Inc.
United States	3,415,547		4/22/2008	DS Services of America, Inc.
United States	4,354,318		6/18/2013	DS Services of America, Inc.
United States	4,401,801		9/10/2013	DS Services of America, Inc.

Country	Registration Number	Trademark	Registration Date	Owner
United States	4,285,166		2/5/2013	DS Services of America, Inc.
United States	2,832,247		4/13/2004	DS Services of America, Inc.
United States	2,668,365		12/31/2002	DS Services of America, Inc.
United States	3,223,881		4/3/2007	DS Services of America, Inc.
United States	3,998,501		7/19/2011	DS Services of America, Inc.
United States	2,310,943		1/25/2000	DS Services of America, Inc.
United States	4,305,920		3/19/2013	DS Services of America, Inc.
United States	4,191,128		8/14/2012	DS Services of America, Inc.
United States	4,285,165		2/5/2013	DS Services of America, Inc.
United States	3,314,992		10/16/2007	DS Services of America, Inc.
United States	2,680,006		1/28/2003	DS Services of America, Inc.

Country	Registration Number	Trademark	Registration Date	Owner
United States	2,719,606		5/27/2003	DS Services of America, Inc.
United States	3,437,556		5/27/2008	DS Services of America, Inc.
United States	3,437,557		5/27/2008	DS Services of America, Inc.
United States	3,596,635	SPRING	3/24/3009	DS Services of America, Inc.
United States	4,827,460		10/6/2015	DS Services of America, Inc.
United States	1,112,920		2/6/1979	DS Services of America, Inc.
United States	1,272,975		4/3/1984	DS Services of America, Inc.
United States	4,278,509	STAND GUARD	1/22/2013	DS Services of America, Inc.
United States	2,083,253		7/29/1997	DS Services of America, Inc.
United States	2,173,994		7/14/1998	DS Services of America, Inc.
United States	1,718,540		9/22/1992	DS Services of America, Inc.
United States	1,741,749		12/22/1992	DS Services of America, Inc.
United States	3,319,455		10/23/2007	DS Services of America, Inc.

Country	Registration Number	Trademark	Registration Date	Owner
United States	4,202,794	10K	9/4/2012	DS Services of America, Inc.
United States	2,082,990	ABITA SPRINGS	7/29/1997	DS Services of America, Inc.
United States	2,093,790	ABITA SPRINGS	9/2/1997	DS Services of America, Inc.
United States	2,100,478	ABITA SPRINGS	9/23/1997	DS Services of America, Inc.
United States	1,819,231	ALHAMBRA	2/1/1994	DS Services of America, Inc.
United States	2,301,785	ALHAMBRA	12/21/1999	DS Services of America, Inc.
United States	3,594,216	ALHAMBRA	3/24/2009	DS Services of America, Inc.
United States	3,732,888	ALWAYS PURE	12/29/2009	DS Services of America, Inc.
United States	2,903,885	ATHENA	11/16/2004	DS Services of America, Inc.
United States	2,990,282	ATHENA	8/30/2005	DS Services of America, Inc.
United States	4,214,325	ATHENA	9/25/2012	DS Services of America, Inc.
United States	4,328,340	ATHENA WARRIORS	4/30/2013	DS Services of America, Inc.
United States	1,473,752	BELMONT SPRINGS	1/26/1988	DS Services of America, Inc.
United States	1,474,411	BELMONT SPRINGS	1/26/1988	DS Services of America, Inc.
United States	3,594,217	BELMONT SPRINGS	3/24/2009	DS Services of America, Inc.
United States	3,540,967	BENEFICIAL MINERALS	12/2/2008	DS Services of America, Inc.
United States	4,835,292	BOTTLED & BREWED	10/20/2015	DS Services of America, Inc.
United States	1,464,793	COLORADO CRYSTAL	11/10/1987	DS Services of America, Inc.
United States	4,158,388	CREATED FOR THE CAUSE	6/12/2012	DS Services of America, Inc.
United States	4,246,463	CREATED FOR THE CAUSE	11/20/2012	DS Services of America, Inc.
United States	3,340,862	CRYSTAL SPRINGS	11/20/2007	DS Services of America, Inc.
United States	1,335,806	CRYSTAL-FRESH	5/14/1985	DS Services of America, Inc.
United States	1,273,133	DEEP ROCK	4/3/1984	DS Services of America, Inc.
United States	1,273,807	DEEP ROCK	4/10/1984	DS Services of America, Inc.
United States	1,279,411	DEEP ROCK	5/29/1984	DS Services of America, Inc.
United States	4,895,170	DEEP ROCK WATER & Design	2/2/2016	DS Services of America, Inc.

Country	Registration Number	Trademark	Registration Date	Owner
United States	4,060,610	DRINK TO YOUR GOOD HEALTH	11/22/2011	DS Services of America, Inc.
United States	4,060,788	DRINK TO YOUR GOOD HEALTH	11/22/2011	DS Services of America, Inc.
United States	3,921,593	DRINK TO YOUR HEALTH	2/22/2011	DS Services of America, Inc.
United States	4,717,182	DS SERVICES	4/7/2015	DS Services of America, Inc.
United States	5,137,794	DS SERVICES	2/7/2017	DS Services of America, Inc.
United States	3,381,515	DS WATERS	2/12/2008	DS Services of America, Inc.
United States	3,469,275	DS WATERS	7/15/2008	DS Services of America, Inc.
United States	4,214,380	ENVIROBOTTLE	9/25/2012	DS Services of America, Inc.
United States	4,354,317	ENVIROPAC	6/18/2013	DS Services of America, Inc.
United States	4,401,800	ENVIROPAC	9/10/2013	DS Services of America, Inc.
United States	2,058,243	EXOTIC ISLE	4/29/1997	DS Services of America, Inc.
United States	2,633,723	EZBREW	10/15/2002	DS Services of America, Inc.
United States	1,806,322	GEORGIA MOUNTAIN	11/23/1993	DS Services of America, Inc.
United States	2,865,943	GOLDEN LEAF	7/27/2004	DS Services of America, Inc.
United States	0,890,568	H & S	5/5/1970	DS Services of America, Inc.
United States	0,868,229	HINCKLEY & SCHMITT	4/15/1969	DS Services of America, Inc.
United States	2,635,764	HINCKLEY SPRINGS	10/15/2002	DS Services of America, Inc.
United States	3,594,218	HINCKLEY SPRINGS	3/24/2009	DS Services of America, Inc.
United States	4,145,527	HOSPITAL PURE	5/22/2012	DS Services of America, Inc.
United States	3,349,901	IAQUA	12/4/2007	DS Services of America, Inc.
United States	3,345,725	IHOT	11/27/2007	DS Services of America, Inc.
United States	2,080,228	JAVARAMA	7/15/1997	DS Services of America, Inc.
United States	2,265,142	JR. SPORT	7/27/1999	DS Services of America, Inc.
United States	2,169,782	KENTWOOD SPRINGS	6/30/1998	DS Services of America, Inc.
United States	3,608,380	KENTWOOD SPRINGS	4/21/2009	DS Services of America, Inc.
United States	2,273,841	KWENCHER	8/31/1999	DS Services of America, Inc.

Country	Registration Number	Trademark	Registration Date	Owner
United States	4,206,717	MOUNT OLYMPUS	9/11/2012	DS Services of America, Inc.
United States	3,326,873	MOUNTAIN FRESH WATER	10/30/2007	DS Services of America, Inc.
United States	4,003,741	MPROVE	7/26/2011	DS Services of America, Inc.
United States	4,132,660	MY UTAPIA	4/24/2012	DS Services of America, Inc.
United States	3,322,695	NANO OSMOSIS	10/30/2007	DS Services of America, Inc.
United States	1,527,257	NURSERY	2/28/1989	DS Services of America, Inc.
United States	4,080,744	NURSERY FAMILY REWARDS	1/3/2012	DS Services of America, Inc.
United States	4,071,077	OFFICE PURE	12/13/2011	DS Services of America, Inc.
United States	4,206,640	PURE + REFRESHING	9/11/2012	DS Services of America, Inc.
United States	3,753,390	PURITY YOU CAN TRUST	2/23/2010	DS Services of America, Inc.
United States	4,149,908	RELYANT	5/29/2012	DS Services of America, Inc.
United States	3,278,162	REMINGTON	8/7/2007	DS Services of America, Inc.
United States	3,548,960	REMINGTON	12/23/2008	DS Services of America, Inc.
United States	3,622,405	REMINGTON WATER	5/19/2009	DS Services of America, Inc.
United States	3,726,128	REMINGTON WATER	12/15/2008	DS Services of America, Inc.
United States	4,019,967	RENEW	8/30/2011	DS Services of America, Inc.
United States	4,016,420	REWARD	8/23/2011	DS Services of America, Inc.
United States	3,489,905	SERVICE YOU CAN COUNT ON. QUALITY YOU CAN TRUST.	8/19/2008	DS Services of America, Inc.
United States	1,428,913	SIERRA	2/17/1987	DS Services of America, Inc.
United States	2,769,409	SIERRA SPRINGS	9/30/2003	DS Services of America, Inc.
United States	3,594,219	SIERRA SPRINGS	3/24/2009	DS Services of America, Inc.
United States	2,225,430	SPARKLETTS	2/23/1999	DS Services of America, Inc.
United States	2,301,772	SPARKLETTS	12/21/1999	DS Services of America, Inc.
United States	4,246,666	SPARKLETTS	11/20/2012	DS Services of America, Inc.
United States	4,912,931	SPARKLETTS	3/8/2016	DS Services of America, Inc.
United States	1,464,791	SPRINGLITE	11/10/1987	DS Services of America, Inc.

Country	Registration Number	Trademark	Registration Date	Owner
United States	4,434,961	STANDARD	11/19/2013	DS Services of America, Inc.
United States	2,537,522	STANDARD COFFEE	2/12/2002	DS Services of America, Inc.
United States	1,967,133	STANDGUARD	4/9/1996	DS Services of America, Inc.
United States	4,578,291	STANDGUARD	8/5/2014	DS Services of America, Inc.
United States	4,152,122	STRENGTH	6/5/2012	DS Services of America, Inc.
United States	1,525,495	THE PURE WATER PEOPLE	2/21/1989	DS Services of America, Inc.
United States	3,696,889	ALL-IN-ONE ICED COFFEE FLAVOR FUSION	10/13/2009	S&D Coffee, Inc.
United States	5,266,202	AMERICA'S SMARTEST COFFEE & TEA CO.	8/15/2017	S&D Coffee, Inc.
United States	3,112,054	AMERICAN SELECT	7/4/2006	S&D Coffee, Inc.
United States	4,214,856	BEAN RIVER ROASTERS	9/25/2012	S&D Coffee, Inc.
United States	3,331,660	BUFFALO & SPRING	11/6/2007	S&D Coffee, Inc.
United States	3,370,476	BUFFALO & SPRING COFFEES OF DISTINCTION & Design	1/15/2008	S&D Coffee, Inc.
United States	4,800,233	CEDAR SPRINGS COFFEE SHACK	8/25/2015	S&D Coffee, Inc.
United States	4,805,020	CONSTANT COFFEE	9/1/2015	S&D Coffee, Inc.
United States	2,515,823	DARK SKY CAFE	12/4/2001	S&D Coffee, Inc.
United States	2,952,739	DAY STARTER	5/17/2005	S&D Coffee, Inc.
United States	2,261,280	Design Only (COFFEE PLANT IN AN OVAL)	7/13/1999	S&D Coffee, Inc.
United States	4,778,085	DOWN HOME DARK ROAST	7/21/2015	S&D Coffee, Inc.
United States	2,061,697	EUROPEAN SELECT	5/13/1997	S&D Coffee, Inc.
United States	3,637,127	GLOBAL BLEND	6/9/2009	S&D Coffee, Inc.
United States	4,809,206	HORCHATA PIÑATA	9/8/2015	S&D Coffee, Inc.
United States	2,717,663	JAVA LANE	5/20/2003	S&D Coffee, Inc.
United States	4,566,758	JAVA LANE	7/15/2014	S&D Coffee, Inc.
United States	3,363,524	JAVA VALLEY	1/1/2008	S&D Coffee, Inc.
United States	1,998,504	KONA CLASSIC	9/3/1996	S&D Coffee, Inc.
United States	971,484	LINCOLNSHIRE	10/23/1973	S&D Coffee, Inc.
United States	3,090,741	MANGROVE BAY	5/9/2006	S&D Coffee, Inc.
United States	4,622,325	MILK PLEASE	10/14/2014	S&D Coffee, Inc.
United States	4,625,649	MILK SPLASH	10/21/2014	S&D Coffee, Inc.
United States	3,663,399	NEW RIVER	8/4/2009	S&D Coffee, Inc.
United States	1,052,542	NITRO-PAK	11/9/1976	S&D Coffee, Inc.
United States	3,696,888	PERFECT ICED COFFEE & Design	10/13/2009	S&D Coffee, Inc.
United States	2,321,985	PREMIUM GOLD	2/22/2000	S&D Coffee, Inc.
United States	3,879,014	PREMIUM GOLD	11/23/2010	S&D Coffee, Inc.
United States	3,291,877	RACE ZONE	9/11/2007	S&D Coffee, Inc.
United States	5,312,898	RAIZ SUSTAINABILITY ROOTED IN IMPACT & Design	10/17/2017	S&D Coffee, Inc.
United States	2,637,090	RED SKY BLEND	10/15/2002	S&D Coffee, Inc.
United States	2,897,909	ROOM MATE	10/26/2004	S&D Coffee, Inc.
United States	3,122,091	ROYAL DOWRY CHOCOLATES	7/25/2006	S&D Coffee, Inc.
United States	5,137,840	S&D	2/7/2017	S&D Coffee, Inc.

Country	Registration Number	Trademark	Registration Date	Owner
United States	840,594	S&D & Design	12/12/1967	S&D Coffee, Inc.
United States	5,281,484	S&D COFFEE & TEA & Design	9/5/2017	S&D Coffee, Inc.
United States	2,514,671	S&D COFFEE, INC.	12/4/2001	S&D Coffee, Inc.
United States	3,383,002	S&D COFFEE, INC. & Design	2/12/2008	S&D Coffee, Inc.
United States	3,993,057	SIMPLY COFFEE	7/12/2011	S&D Coffee, Inc.
United States	5,038,645	SIMPLY COFFEE	9/13/2016	S&D Coffee, Inc.
United States	4,626,068	SIR STRAWBERRY SWIRL	10/21/2014	S&D Coffee, Inc.
United States	4,800,234	SLIPPERY ROCK COFFEE SHOP	8/25/2015	S&D Coffee, Inc.
United States	4,778,216	SPLASH LANDING	7/21/2015	S&D Coffee, Inc.
United States	3,257,113	START ZONE	6/26/2007	S&D Coffee, Inc.
United States	1,678,013	SUITE SYSTEMS	3/3/1992	S&D Coffee, Inc.
United States	4,800,235	TALL OAKS COFFEE HOUSE	8/25/2015	S&D Coffee, Inc.
United States	3,851,104	TEAFINITY	9/21/2010	S&D Coffee, Inc.
United States	4,455,932	TEAFINITY BAGLESS TEA	12/24/2013	S&D Coffee, Inc.
United States	2,181,541	THE COFFEE ZONE	8/11/1998	S&D Coffee, Inc.
United States	2,500,747	THE JAVA GROVE	10/23/2001	S&D Coffee, Inc.
United States	4,893,318	THE MOST IMPORTANT BRAND IS YOURS	1/26/2016	S&D Coffee, Inc.
United States	68,024	VICTOR (Stylized)	3/3/1908	S&D Coffee, Inc.
United States	3,018,270	WAKE ZONE	11/22/2005	S&D Coffee, Inc.

Trademark Applications

Country	Application Number	Trademark	Filing Date	Owner
United States	86/451,847	LIL' SPLASHERS	11/12/2014	S&D Coffee, Inc.
United States	87/120,682	RAIZ SUSTAINABILITY ROOTED IN IMPACT & Design	7/29/2016	S&D Coffee, Inc.
United States	86/961,258	SIMPLY COFFEE	4/1/2016	S&D Coffee, Inc.
United States	85/536,854	SIMPLY TEA	2/8/2012	S&D Coffee, Inc.
United States	86/678,838	SIMPLYONE	6/30/2015	S&D Coffee, Inc.