

12-10-2001

FORM PTO-1595  
1-31-92



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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12-10-2001  
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**International Multifoods Corporation** (DE Corporation)  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Canadian Imperial Bank of Commerce, as Collateral Agent  
Internal Address: \_\_\_\_\_  
  
Street Address: 425 Lexington Avenue  
  
City: New York State: NY ZIP: 10017  
Additional name(s) & addresses attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: November 13, 2001

4. Application number(s) or patents number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s)  
09/629,354  
Additional numbers attached?  Yes  No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robyn Greenberg, Esq.  
Internal Address: Simpson Thacher & Bartlett  
  
Street Address: 425 Lexington Avenue  
  
City: New York State: New York ZIP: 10017

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41): ..... \$40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
  
(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
Robyn Greenberg, Esq. [Signature] 12/6/01  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

12/11/2001 BT0N11 00000032 09629354

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 012342 FRAME: 0250

GRANT OF SECURITY  
INTEREST IN PATENT RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of November 13, 2001 is made by INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation (the "U.S. Borrower") in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, both of which are defined below.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among U.S. Borrower, ROBIN HOOD MULTIFOODS INC., a corporation organized under the laws of the Province of Ontario and a Subsidiary of the U.S. Borrower (the "Canadian Borrower") and, together with the U.S. Borrower, the "Borrowers"), the banks and other financial institutions from time to time parties thereto (the "Lenders"), Rabobank International, as Documentation Agent, U.S. Bank National Association and UBS Warburg LLC, as Syndication Agents, and Canadian Imperial Bank of Commerce, as administrative agent for the U.S. Lenders (in such capacity, the "U.S. Administrative Agent") and as administrative agent for the Canadian Lenders (in such capacity, the "Canadian Administrative Agent"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower has executed and delivered the U.S. Guarantee and Collateral Agreement, dated as of November 13, 2001, made by each of the signatories thereto in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "U.S. Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the U.S. Borrower pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, pursuant to the Amended and Restated Asset Purchase and Sale Agreement, by and among, General Mills, Inc., The Pillsbury Company and the U.S. Borrower, dated as of October 24, 2001, the U.S. Borrower has purchased from The Pillsbury Company and General Mills, Inc. their right, title and interest in and to certain assets, including certain Patents; and

WHEREAS, the U.S. Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, U.S. Borrower agrees, for the benefit of the Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. U.S. Borrower hereby pledges and grants a continuing security interest in the Patents and Patent Licensees (including, without limitation, those items listed on Schedule A), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by U.S. Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the U.S. Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The U.S. Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. U.S. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERNATIONAL MULTIFOODS CORPORATION

By: John E. Byan  
Name: John E. Byan  
Title: Vice President, Finance & Chief Financial Officer

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Collateral Agent for the Secured Parties

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERNATIONAL MULTIFOODS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Collateral Agent for the Secured Parties

By: *Katherine Bass*  
Name: **Katherine Bass**  
Title: **Executive Director**  
**CIBC World Markets Corp. As Agent**

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

On the 8th day of November, 2001, before me personally came John E. Byom, who is personally known to me to be the Vice President, Finance & CFO of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President, Finance & CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Tristram J. Keenan  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF

New York ) ss

COUNTY OF

N.Y.

On the 14<sup>th</sup> day of November, 2001, before me personally came Katherine Bass, who is personally known to me to be the Executive Director of CANADIAN IMPERIAL BANK OF COMMERCE; who, being duly sworn, did depose and say that she is the Executive Director in such bank, the bank described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that she acknowledged said instrument to be the free act and deed of said bank.

Joyce Tortorella  
Notary Public  
JOYCE TORTORELLA  
Notary Public, State of New York  
No. 01TO6054290  
Qualified in Putnam County  
Commission Expires Jan. 29, 2003  
(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Patent Applications Owned by  
International Multifoods Corporation**

ABBREVIATIONS

IMC	International Multifoods Corporation
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**OWNED U.S. PATENT APPLICATIONS**

<b>NO.</b>	<b>TITLE</b>	<b>PAT. NO./ APP. NO.</b>	<b>OWNER/ ASSIGNEE</b>
1	Convertible Product Packaging	09/629,354	IMC