

Form PTO-1596
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):

Multifoods Brands, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other Document Previously Recorded at Reel 14007
Frame 0111 Contained Incorrect Nature of Conveyance;
Security Agreement Re-Recorded to Correct Error on Stated
Reel/Frame.

Execution Date: March 2, 2003

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

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)

B. Patent No.(s)

4,514,426 ; 5,213,837 ; 6,523,693 ; 4,929,465 ; 4,847,100
5,215,774 ; 4,933,196 ; 4,940,595 ; 5,262,187 ; 5,194,276
5,360,623 ; 5,439,697 ; 5,439,696 ; 5,698,248 ; 5,612,075
D358,992 ; RE36,785

Additional number(s) attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41):\$680.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account credit card

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.

Alison Winick, Esq.
Name of Person Signing


Signature

1-704

Date

Total number of pages including cover sheet, attachments, and documents: 11

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

PATENT

REEL: 014242 FRAME: 0016

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05-02-2003

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
MULTIFOODS BRANDS, INC.
(DE Corporation)

2. Name and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce, as Collateral Agent

Internal Address: _____

Street Address: 425 Lexington AvenueCity: New York State: NY ZIP: 10017Additional name(s) & addresses attached? ☐ Yes ☒ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: March 2, 2003

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)

See Attached Continuation of Item Four

B. Patent No.(s)

See Attached Continuation of Item Four

Additional number(s) attached? ☒ Yes ☐ No

0358992

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison J. WinickInternal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: _____

17

7. Total fee (37 CFR 3.41): _____

\$ 680.00

☐ Enclosed☒ Authorized to be charged to deposit account credit card

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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.

Alison J. Winick

Name of Person Signing

Signature

5-2-03

Date

Total number of pages including cover sheet, attachments, and documents: _____

10

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Washington, D.C. 20231PATENT
REEL: 014242 FRAME: 0017

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

PATENT NUMBER
D358,992
4,514,426
5,213,837
6,523,693
4,929,465
4,847,100
5,215,774
4,933,196
4,940,595
5,262,187
5,194,276
5,360,623
RE36,785
5,439,697
5,439,696
5,698,248
5,612,075

**GRANT OF SECURITY
INTEREST IN PATENT RIGHTS**

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), dated as of March 2, 2003 is made by MULTIFOODS BRANDS, INC., a Delaware corporation ("MBI"), 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.

WITNESSETH:

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 the INTERNATIONAL MULTIFOODS CORPORATION (the "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 and the Subsidiary Guarantors have 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 and the U.S. Subsidiary Guarantors 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 Patent Licenses; 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 has licensed from them certain assets pursuant to certain Patent Licenses; and

WHEREAS, with the consent of the Lenders, U.S. Borrower and Windmill Holdings Corp. (one of the U.S. Subsidiary Guarantors) have transferred certain assets, including certain Patents and certain Patents Licenses, to MBI, and MBI has become a U.S. Subsidiary Guarantor; and

WHEREAS, MBI 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, MBI 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. MBI hereby pledges and grants a continuing security interest in the Patents and Patent Licenses (including, without limitation, those items listed on Schedules A and B hereto), to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Secured Obligations.

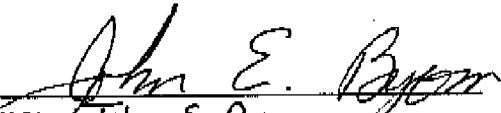
SECTION 3. Purpose. This Agreement has been executed and delivered by MBI for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the U.S. Guarantee and 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. MBI hereby further acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Patents and Patent Licenses 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.

MULTIFOODS BRANDS, INC.

By: 
Name: John E. Byom
Title: Vice President, Finance

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

By: 
Name: **TERENCE MOORE**
Title: **EXECUTIVE DIRECTOR**
CIBC WORLD MARKETS CORP., AS AGENT

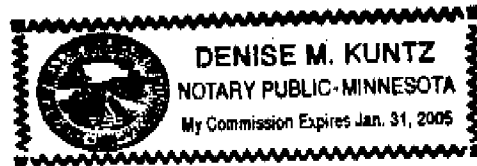
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STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On the 11th day of April, 2003, before me personally came John E. Byorn, who is personally known to me to be the Vice President, Finance of MULTIFOODS BRANDS, INC., a Delaware corporation and a Subsidiary of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she~~he~~ is the Vice President, Finance in MULTIFOODS BRANDS, INC, that she~~he~~ executed and delivered said instrument pursuant to authority given by MULTIFOODS BRANDS, INC; and that she~~he~~ acknowledged said instrument to be the free act and deed of MULTIFOODS BRANDS, INC.

Denise M. Kuntz
Notary Public

(PLACE STAMP AND SEAL ABOVE)



STATE OF NY)COUNTY OF NY) ss

On the 15th day of April, 2003, before me personally came _____, who is personally known to me to be the Agent of CANADIAN IMPERIAL BANK OF COMMERCE; who, being duly sworn, did depose and say that she/he is the Agent in such bank, the bank 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 bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.

SABINE MITTON
Notary Public, State of New York
No. 01MI5C34021
Qualified in Kings County
Commission Expires October 3, 2006

Sabine Mitton
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Patents Owned by Multifoods Brands, Inc.

ABBREVIATIONS

MBI	Multifoods Brands, Inc.
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OWNED U.S. PATENTS

NO.	TITLE	PAT. NO./ APP. NO.	OWNER/ ASSIGNEE
1	Exterior Surface Of A Container Sidewall	D358,992	MBI
2	Package And Method For The Automatic Control Of The Degree Of Cooking Of A Cereal	4,514,426	MBI
3	Instant Grits	5,213,837	MBI
4	Convertible Product Packaging	6,523,693	MBI

SCHEDULE B**PATENT LICENSES****1. SUMMARY**

- General Mills, Inc., a Delaware corporation having a principal place of business at Number One General Mills Boulevard, Minneapolis, Minnesota 55426 ("GMI") and International Multifoods Corporation ("IMC") have executed a Retail Patent And Technology License Agreement dated November 13, 2001 (as it may be amended from time to time, the "Retail Patent And Technology License Agreement") wherein, among other things, GMI granted an exclusive license to IMC to use the patents identified below (the "Licensed Patents") in connection with certain product categories of the type generally identified below (the "Product Categories") in the territory generally identified below (the "Territory") in the retail channels of distribution generally identified below (the "Retail Channels Of Distribution").
- GMI and IMC have executed a Foodservice Patent And Technology License Agreement dated November 13, 2001 (as it may be amended from time to time, the "Foodservice Patent And Technology License Agreement") wherein, among other things, GMI granted an exclusive license to IMC to use the Licensed Patents in connection with the Product Categories in the Territory in the foodservice channels of distribution generally identified below (the "Foodservice Channels Of Distribution").

2. PATENTS

United States Patent Nos.: 4,929,465; 4,847,100; 5,215,774; 4,933,196; 4,940,595; 5,262,187; 5,194,276; 5,360,623; Re. 36,785; 5,439,697; 5,439,696; 5,698,248; 5,612,075; provided, however, that for 5,439,697 the license is for retail only.

3. PRODUCT CATEGORIES

- The general kind and type of food products and baking accessories customarily sold in shelf-stable baking categories of retail supermarkets as of the date of the Retail Patent And Technology License Agreement and the date of the Foodservice Patent And Technology License Agreement.

4. RETAIL CHANNELS OF DISTRIBUTION

- Exclusive rights for sale to customers reselling (directly or indirectly) to consumers through all types of retail stores, and including internet sales.
- All foodservice channels excluded.

5. **FOODSERVICE CHANNELS OF DISTRIBUTION**

- Exclusive rights for foodservice channels, but only for non-custom dry mixes in packages of 7 pounds or less, and non-custom frosting in packages of 11 pounds or less.
- All other foodservice and other channels are excluded.

6. **TERRITORY** The United States of America, including its territories, possessions, commonwealths (including Puerto Rico), trusteeships, and retail outlets in non-domestic United States government installations and facilities, along with non-exclusive rights with respect to certain stores in Mexico and Canada.

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