

12-10-2001



101911483

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 Distribution Group, Inc.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (CO)

Other _____

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) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other **Canada-chartered bank acting through New York agent**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

Execution Date: **November 13, 2001**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See Attached Continuation**

B. Trademark Registration No.(s) **See Attached Continuation**

Additional numbers attached? Yes No

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 registrations involved: **21**

7. Total fee (37 CFR 3.41): \$540.00

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. *Robyn Greenberg* **12/6/01**

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: **26**

12/11/2001 6TGM11 00000040 2090587

01 FC:481
02 FC:482

40.00 DP
500.00 DP

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

TRADEMARK
REEL: 002404 FRAME: 0753

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET

4. Application number(s) or registration number(s):

U.S. Registration Number
2,090,587
1,409,653
1,313,672
1,321,074
1,970,476
2,341,248
1,739,167
2,230,835
1,791,767
2,477,150
1,563,873
1,896,641
2,102,987
1,627,393
2,362,205
1,885,119
1,206,806
1,182,513
1,206,808
1,206,807
1,892,458

GRANT OF SECURITY
INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 13, 2001 is made by INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation (the "U.S. Borrower") and the U.S. Subsidiary Guarantors which are signatories hereto, 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 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 Trademarks and Trademark 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

Trademarks and has licensed from them certain assets pursuant to certain Trademark Licenses;
and

WHEREAS, the U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto have 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 and the U.S. Subsidiary Guarantors which are signatories hereto agree, 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 and the U.S. Subsidiary Guarantors which are signatories hereto hereby pledge and grant a continuing security interest in the Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedules A, B and D 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.

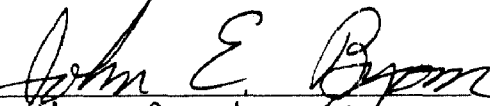
SECTION 3. Purpose. This Agreement has been executed and delivered by U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby 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 and the U.S. Subsidiary Guarantors which are signatories hereto do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks and Trademark 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.

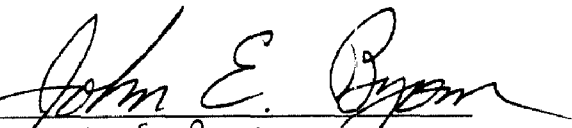
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

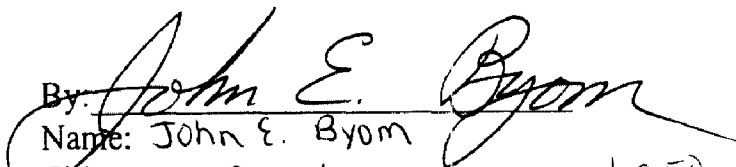
INTERNATIONAL MULTIFOODS CORPORATION

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

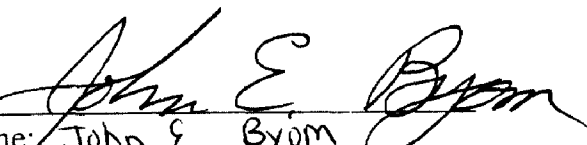
BETTER BRANDS, INC.

By: 
Name: JOHN E. Byom
Title: Vice President - Finance and CFO

FANTASIA CONFECTIONS, INC.

By: 
Name: John E. Byom
Title: Vice President - Finance and CFO

MULTIFOODS DISTRIBUTION GROUP, INC.

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

(signatories continued on next page)

WINDMILL HOLDINGS CORP.

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

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

By: _____
Name:
Title:

WINDMILL HOLDINGS CORP.

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.

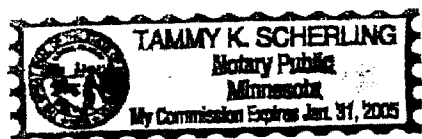


Tammy K. Scherling
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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 BETTER 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 (CFO) in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.



Tammy K. Scherling
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On the 8th day of November 2001, before me personally came John E. Byam, who is personally known to me to be the Vice President Finance CFO of FANTASIA CONFECTIONS, INC., a California 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 CFO in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.

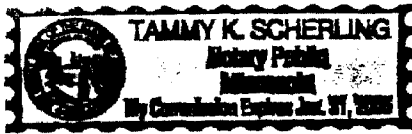


Tammy K. Scherling
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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 of MULTIFOODS DISTRIBUTION GROUP, INC., a Colorado 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 in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.



Tammy K. Scherling
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF NY)

On the 14th 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~~he is the Executive Director 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.

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. Trademark Registrations and Applications Owned by International Multifoods Corporation and U.S. Subsidiaries

ABBREVIATIONS

BBI	Better Brands, Inc. (IMC sub.)
FCI	Fantasia Confections, Inc. (IMC sub.)
IMC	International Multifoods Corporation
MDG	Multifoods Distribution Group, Inc. (IMC sub.)
WHC	Windmill Holdings Corp.

OWNED U.S. TRADEMARKS

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
1.	ALTRO	Registered	2,090,587	MDG
2.	BAKERS HEAVEN	Registered	1,827,617	IMC
3.	BAKERY PROVED	Renewed	745,198	IMC
4.	BALLARD	Renewed	851,547	IMC
5.	BALLARD	Registered	595,284	IMC
6.	BETSY'S BEST (and Design)	Renewed	139,431	WHC
7.	BETTER BRANDS	Registered	2,404,095	BBI
8.	BICK'S (Stylized)	Renewed	992,639	IMC
9.	BIG JO (and Design)	Renewed	232,924	IMC
10.	BIXMIX (and Design)	Renewed	757,473	WHC
11.	BOSTON SEA PARTY	Registered	1,217,047	IMC
12.	BOSTON SEA PARTY A DINING REVOLUTION (and Design)	Registered	1,217,046	IMC
13.	BURRUS LIGHT CRUST (and Design)	Renewed	762,831	WHC
14.	CABIN HOME	Renewed	792,343	WHC

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
15.	CHOCOLATE MANIA	Registered	1,966,620	IMC
16.	CHOCOVIVA!	Registered	1,893,708	IMC
17.	CINDERELLA	Renewed	589,403	IMC
18.	CINDERELLA (Stylized)	Renewed	61,906	IMC
19.	CONFETTI FUNFETTI	Pending	78/083,996	IMC
20.	CORNERSTONE	Registered	1,833,439	IMC
21.	COUNTRY CLASSIC DINNERS	Registered	2,032,922	IMC
22.	CREAMY SUPREME	Registered	1,919,083	IMC
23.	DANIEL WEBSTER (and Design)	Renewed	225,824	IMC
24.	DELI CO FOODS (and Design)	Registered	1,409,653	MDG
25.	DESSERT TODAY	Registered	2,128,714	IMC
26.	DOÑA LAPIÑA (Design)	Registered	1,890,052	IMC
27.	DUTCH TREAT	Registered	1,798,839	IMC
28.	FANTASIA	Renewed	797,541	FCI
29.	FARMHOUSE	Registered	1,855,320	IMC
30.	FARMHOUSE (Design)	Pending	76/003,115	IMC
31.	FIT FOR A PRINCE (Stylized)	Renewed	61,905	IMC
32.	FLAP-STAX	Renewed	793,750	WHC
33.	FLAVOR-LITE	Registered	1,313,672	MDG
34.	FLAVOR-LITE (and Design)	Registered	1,321,074	MDG
35.	FUN CELEBRATIONS MADE EASY	Pending	78/057,263	IMC
36.	FUNFETTI	Renewed	1,593,288	IMC
37.	FUNFETTI	Registered	2,200,591	IMC
38.	FUNFETTI	Pending	78/037,690	IMC
39.	FUNFETTI CAKE MIX	Registered	1,593,289	IMC
40.	FUNFISH FUNFETTI	Pending	78/083,998	IMC

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
41.	GLADIOLA	Registered	1,469,282	WHC
42.	GLADIOLA (and Design)	Renewed	825,031	WHC
43.	GOLDEN TEMPLE (and Design)	Registered	2,026,781	IMC
44.	GOLDRIM (and Design)	Renewed	246,587	IMC
45.	GOLDRIM (and Design)	Renewed	248,604	IMC
46.	GOOD 'N' MOIST	Registered	1,550,390	IMC
47.	GOODNESS GRACIOUS, IT'S GOOD	Renewed	879,581	WHC
48.	GRINDSTONE CAFÉ	Registered	1,970,476	MDG
49.	HAY MARKET	Renewed	876,687	WHC
50.	HENKEL'S	Renewed	224,221	IMC
51.	HENKEL'S VELVET EXTRA FANCY CAKE AND PASTRY FLOUR (and Design)	Renewed	390,209	IMC
52.	HI-DEMAND	Registered	1,486,369	IMC
53.	HIGH-M	Registered	1,828,455	IMC
54.	HONEY SUCKLE	Renewed	740,718	WHC
55.	HOT RIZE (and Design)	Renewed	634,147	WHC
56.	HUNGRY JACK	Renewed	339,297	IMC
57.	HUNGRY JACK	Renewed	807,335	IMC
58.	HUNGRY JACK	Renewed	829,863	IMC
59.	HUNGRY JACK	Renewed	844,695	IMC
60.	HUNGRY JACK	Registered	1,673,056	IMC
61.	HUNGRY JACK (Design Only)	Registered	2,345,771	IMC
62.	HUNGRY JACK (Design Only)	Registered	2,048,418	IMC
63.	IM (and Design)	Renewed	1,051,674	IMC
64.	IM (and Design)	Registered	1,237,030	IMC
65.	IM INTERNATIONAL MULTIFOODS (and Design)	Registered	1,239,935	IMC

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
66.	INTERNATIONAL MULTIFOODS	Registered	1,239,136	IMC
67.	JAMCO	Registered	1,159,339	IMC
68.	JAMCO	Pending	76/214,200	IMC
69.	JIM DANDY (and Design)	Registered	1,198,172	WHC
70.	KEYNOTE (and Design)	Renewed	134,431	IMC
71.	LA PIÑA	Registered	330,485	IMC
72.	LIGHT CRUST	Renewed	50,479	WHC
73.	LIGHT CRUST	Renewed	502,439	WHC
74.	LIGHT CRUST (and Design)	Renewed	615,415	WHC
75.	LITTLE PRINCESS (and Design)	Renewed	767,929	WHC
76.	M (Design)	Registered	2,341,248	MDG
77.	M MULTIFOODS (and Design)	Registered	1,822,991	IMC
78.	MAKE IT DELICIOUS. MAKE IT FARMHOUSE	Pending	75/652,832	IMC
79.	MARTHA WHITE	Renewed	884,253	WHC
80.	MARTHA WHITE (and Design)	Registered	1,648,967	WHC
81.	MARTHA WHITE (and Design)	Renewed	1,587,017	WHC
82.	MARTHA WHITE (and Design)	Renewed	1,587,016	WHC
83.	MARTHA WHITE (Design Only)	Renewed	883,866	WHC
84.	MARTHA WHITE BOLTED WHITE ENRICHED SELF-RISING (and Design)	Renewed	726,321	WHC
85.	MARTHA WHITE COTTON PICKIN'	Renewed	838,893	WHC
86.	MARTHA WHITE'S CEE-LECT (and Design)	Renewed	634,918	WHC
87.	MAZZA NORTHWEST'S FINEST CHEESE (and Design)	Registered	1,739,167	MDG
88.	MIDNIGHT SPRINGS	Registered	2,230,835	MDG

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
89.	MILKING STOOL	Registered	1,791,767	MDG
90.	MOIST SUPREME	Registered	1,910,878	IMC
91.	MORNING MEDLEY	Registered	1,784,317	IMC
92.	MOTHER'S BEST	Renewed	697,877	WHC
93.	MOTHER'S BEST	Renewed	798,613	WHC
94.	MOTHER'S BEST	Renewed	678,544	WHC
95.	MULTIFOODS	Renewed	958,641	IMC
96.	MULTIFOODS (and Design)	Registered	1,945,516	IMC
97.	MULTIFOODS BAKERY PRODUCTS SINCE 1892 (and Design)	Registered	1,872,643	IMC
98.	MULTIFOODS DISTRIBUTION (and Design)	Registered	2,477,150	MDG
99.	NORSEMAN	Registered	1,783,558	IMC
100.	OMEGA (and Design)	Renewed	856,147	WHC
101.	PET	Registered	728,611	IMC
102.	PET & Bear Design	Registered	724,885	IMC
103.	PET & Mule Design	Registered	724,882	IMC
104.	PET (Cow Head Design Only)	Registered	200,923	IMC
105.	PET (Stylized)	Registered	88,285	IMC
106.	PET (Stylized)	Registered	84,999	IMC
107.	PET COOLIE	Pending	78/083,819	IMC
108.	PIZZA U UNIVERSITY (and Design)	Registered	1,563,873	MDG
109.	POLY-AIR	Renewed	726,957	IMC
110.	RADIANCE ROSE	Renewed	843,388	IMC
111.	RED BAND	Registered	1,457,655	IMC
112.	RED BAND (Design)	Registered	230,023	IMC
113.	ROBIN HOOD	Registered	1,250,616	IMC
114.	ROBIN HOOD	Registered	1,250,615	IMC

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
115.	ROBIN HOOD	Renewed	132,001	IMC
116.	ROBIN HOOD (and Design)	Renewed	680,113	IMC
117.	ROBIN HOOD (and Design)	Renewed	132,179	IMC
118.	ROBIN HOOD (Design Only)	Renewed	1,020,031	IMC
119.	ROBIN HOOD (Design Only)	Renewed	777,509	IMC
120.	SEAL OF MINNESOTA	Renewed	611,828	IMC
121.	SEGO	Registered	854,748	IMC
122.	SEGO (and Design)	Registered	84,441	IMC
123.	SHIP (Design Only)	Registered	1,317,247	IMC
124.	SHOP PRIDE	Renewed	1,113,721	IMC
125.	SNOWDRIFT	Renewed	136,636	WHC
126.	SNOWDRIFT (and Design)	Renewed	67,061	WHC
127.	SOFTASILK (Stylized)	Registered	208,874	IMC
128.	SPUDFLAKES OLD FASHIONED GOOD NEW FANGLED EASY (and Design)	Renewed	828,935	WHC
129.	STAR D'LIGHTS	Registered	2,134,556	IMC
130.	STAR-DEMAND	Registered	1,551,168	IMC
131.	THE TASTE OF ELEGANCE	Registered	1,441,375	FCI
132.	THE VSA COFFEE SHOPPE (and Design)	Registered	1,896,641	MDG
133.	TRAILSIDE SCOUT SNACKS	Registered	2,102,987	MDG
134.	TUNNEL OF FUDGE	Registered	1,221,089	IMC
135.	TUNNEL OF LEMON	Registered	1,216,031	IMC
136.	ULTIMO	Registered	1,627,393	MDG
137.	ULTIMO! (and Design)	Registered	2,362,205	MDG
138.	ULTRA WHITE	Renewed	1,087,129	IMC
139.	ULTRA-RISE	Registered	2,043,231	IMC

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
140.	VELVET	Renewed	1,098,932	IMC
141.	VENDOR'S SELECT	Registered	1,385,119	MDG
142.	VSA	Registered	1,206,806	MDG
143.	VSA - VENDOR'S SUPPLY OF AMERICA (Stylized)	Registered	1,182,513	MDG
144.	VSA (Stylized)	Registered	1,206,808	MDG
145.	VSA (Stylized)	Registered	1,206,807	MDG
146.	YOUR SOURCE FOR SUCCESS	Registered	1,892,458	MDG

SCHEDULE B

RETAIL AND FOOD SERVICE TRADEMARK LICENSES

1. SUMMARY:

- The Pillsbury Company, a Delaware corporation having a principal place of business at Number One General Mills Boulevard, Minneapolis, Minnesota 55426 ("TPC") and International Multifoods Corporation ("IMC") have executed a Retail Trademark License Agreement dated _____, 2001 (as it may be amended from time to time, the "Retail Trademark License Agreement") wherein, among other things, TPC granted an exclusive license to IMC to use the trademarks identified below and on the attached Schedule C as well as related trade dress (the "Licensed Trademarks") 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").
- TPC and IMC have executed a Foodservice Trademark License Agreement dated _____, 2001 (as it may be amended from time to time, the "Foodservice Trademark License Agreement") wherein, among other things, TPC granted an exclusive license to IMC to use the Licensed Trademarks in connection with the Product Categories in the Territory in the foodservice channels of distribution generally identified below (the "Foodservice Channels Of Distribution").

2. MARKS:

- PILLSBURY (including the Barrelhead logo reproduced below and the PILLSBURY marks and logos identified on Schedule C).



- The word DOUGHBOY, the Doughboy character, the Doughboy marks identified on Schedule C, and the Doughboy "giggle" (the "DOUGHBOY MARKS").

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 Trademark License Agreement and the date of the Foodservice Trademark 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.

7. **TERM**

- The initial term of the Retail Trademark License Agreement is twenty years, and it is renewable indefinitely by the U.S. Borrower for additional twenty year terms.
- The term of the Foodservice Trademark License Agreement is seven years, and it is not renewable.

SCHEDULE C

U.S. Trademarks Licensed to International Multifoods Corporation

Trademark	Status	Juris.	Reg/App No.	Reg/App Date	Goods
PILLSBURY	Registered	US	698,691	31-May-60	Wheat flour; refrigerated doughs for the making of biscuits, rolls, cookies and the like; prepared mixtures for the making of cakes, cookies, brownies, gingerbread, pie crust, rolls, frosting, pancakes, waffles and the like
PILLSBURY (stylized)	Registered	US	45,179	8-Aug-05	Flour made from wheat
PILLSBURY (design)	Registered	US	1,308,199	4-Dec-84	Dried beans, dried peas, processed lentils, rice and pearl barley, and unpopped popcorn
PILLSBURY (design)	Registered	US	1,045,679	10-Aug-76	Packaged mixes for potatoes; fortified and flavored instant food beverage; refrigerated dough products, namely fresh dough, biscuits, sweet rolls, cornbread, cookies and turnover pies; packaged mixes for preparing cake, frosting, pancakes, waffles, pie crust, coffee cake, gingerbread, cupcakes, brownies, breads, rolls and gravy
PILLSBURY (design)	Registered	US	1,333,501	30-Apr-85	Flour and flour-based mixes made from cereal grains or blends thereof
PILLSBURY and Dotted Swiss (design)	Registered	US	1,663,023	29-Oct-91	Complete line of dessert mixes, namely cake mix, quick bread mix, brownie mix, hot rolls mix, pie crust mix and canned frosting
PILLSBURY'S	Registered	US	382,934	19-Nov-40	Flour made from wheat
PILLSBURY'S	Registered	US	441,193	2-Nov-48	Wheat flours, namely enriched phosphated flour and enriched self-rising flour

TRADE MARK

Trademark	Status	Juris.	Reg/App No.	Reg/App Date	Goods
PILLSBURY('S) (stylized)	Registered	US	563,259	26-Aug-52	Wheat flour, farina, rye flour, prepared mixtures of flour with other ingredients for the making of cakes and other leavened and unleavened baked goods
PILLSBURY'S (and design)	Registered	US	45,182	8-Aug-05	Flour made from wheat
PILLSBURY'S BEST (and design)	Registered	US	45,180	8-Aug-05	Flour made from wheat
PILLSBURY BEST (wheat design)	Registered	US	1,818,089	25-Jan-94	Flour
PILLSBURY'S BEST (stylized)	Registered	US	552,213	18-Dec-51	Wheat flour
PILLSBURY'S BEST XXXX (and design)	Registered	US	382,933	19-Nov-40	Flour made from wheat
PILLSBURY'S BEST XXXX (stylized)	Registered	US	551,940	11-Dec-51	Wheat flour
PILLSBURY'S BEST XXXX FLOUR	Registered	US	385,055	11-Feb-41	Flour made from wheat, self-rising flour
PILLSBURY'S REY DEL NORTE (and design)	Registered	US	216,568	17-Aug-26	Flour made from wheat
DOUGHBOY	Published	US	78/018,403	26-Jul-00	Baking mix for cake
DOUGHBOY (design - pos.1)	Registered	US	1,669,633	24-Dec-91	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting
DOUGHBOY (design - pos.1)	Registered	US	1,830,866	12-Apr-94	Ready-to-eat bakery goods
DOUGHBOY (design - pos.2)	Registered	US	1,671,946	14-Jan-92	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting
DOUGHBOY (design - pos.4)	Registered	US	1,671,945	14-Jan-92	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting

TRADEMARK

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Trademark	Status	Juris.	Reg/App No.	Reg/App Date	Goods
DOUGHBOY (design - pos.5)	Registered	US	1,671,944	14-Jan-92	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting
DOUGHBOY (design - pos.7)	Registered	US	1,073,723	20-Sep-77	Wheat flour, mixes for preparing sweet bread, pie crust, cakes, frosting, gingerbread and coffee cake
DOUGHBOY (design - pos.14)	Registered	US	2,404,844	14-Nov-00	Dry baking mixes and refrigerated dough
DOUGHBOY POINTS	Published	US	75/887,236	4-Jan-00	Pastries, namely, frozen pastries, frozen breakfast pastries, pastry filled with eggs and meat and/or cheese, puff pastry with fruit and other flavor fillings, pastry products with fruit fillings; waffles, namely, frozen waffles; mixes for making bakery goods, namely, flour-based mixes for making bakery goods, cake mixes, brownie mixes, gingerbread mixes, hot roll and quick bread mixes; pies, namely, pie crusts; frostings, namely prepared frostings; bakery goods and frozen confections; dough, namely refrigerated and frozen dough; bread, buns and rolls
DOUGHBOY DIPPERS	Application	US	78/012,693	14-Jun-00	Food products

For the avoidance of doubt, the parties acknowledge that some of the above registrations also cover some goods that are NOT included in the definition of PRODUCTS, and nothing in this Schedule C shall be interpreted to modify or broaden the definition of PRODUCTS or the scope of the license granted in this AGREEMENT.

TRADEMARK

REEL: 002404 FRAME: 0777

SCHEDULE D

ADDITIONAL TRADEMARK LICENSES

AGREEMENT	GRANTOR
Trademark License Agreement dated October 2, 1987 by and between Giovanni's Pizza Supply, Inc., as licensor, and Pueringer Distributing, Inc., as licensee. The Trademark License Agreement was subsequently assigned by Pueringer Distributing, Inc. to Multifoods Distributing, Inc. by Trademark License Assignment Agreement dated October 5, 1987. Subsequently, through series of intercompany mergers and asset transfers, the Trademark License Agreement was eventually assigned to Multifoods Distribution Group, Inc., which is the current licensee.	MDG
Trademark License Agreement by and between Red Star Yeast and Products, a division of Universal Foods Corporation and The Pillsbury Company entered into May 1, 2000.	IMC