

12-10-2001



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U.S. DEPARTMENT OF COMMERCE

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): **Gourmet Baker, Inc.**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other a corporation organized under the laws of the Province of Ontario

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: November 13, 2001

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

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other Canadian-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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,673,382 ; 1,764,579  
1,896,357 ; 1,896,358**

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: 4

7. Total fee (37 CFR 3.41): ..... \$115.00

- 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.  
Name of Person Signing

Signature

12/6/01  
Date

12/11/2001 6TON11 00000038 1673382

Total number of pages comprising cover sheet: 9

01 FC:481  
02 FC:482

40.00 DP  
75.00 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: 002405 FRAME: 0114**

1

**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 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 the Canadian 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 Canadian 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 INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation (the "U.S. Borrower" and together with the Canadian 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;

WHEREAS, in connection with the Credit Agreement, the Canadian Borrower and the Canadian Subsidiary Guarantors have executed and delivered the Canadian 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 "Canadian Collateral Agreement");

WHEREAS, pursuant to the Canadian Collateral Agreement, the Canadian Borrower and the Canadian 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;

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

WHEREAS, the Canadian Borrower and the Canadian 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, Canadian Borrower and the Canadian 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 Canadian Collateral Agreement.

SECTION 2. Grant of Security Interest. Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories hereto hereby pledge and grant a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A 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.

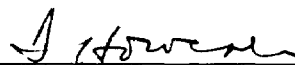
SECTION 3. Purpose. This Agreement has been executed and delivered by Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Canadian Collateral Agreement and is expressly subject to the terms and conditions thereof. The Canadian 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. Canadian Borrower and the Canadian 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 granted hereby are more fully set forth in the Credit Agreement and the Canadian 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.

ROBIN HOOD MULTIFOODS INC.

By:   
 Name:  
 Title: **D. H. Twiner - President**

GOURMET BAKER, INC.

By:   
 Name:  
 Title: **D. H. Twiner - President**

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

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

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.

ROBIN HOOD MULTIFOODS INC.

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

GOURMET BAKER, INC.

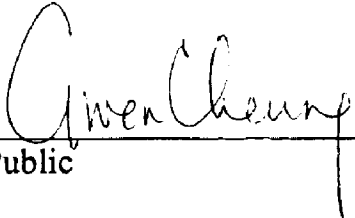
By: \_\_\_\_\_  
Name:  
Title:

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 )  
 ) ss  
COUNTY OF )

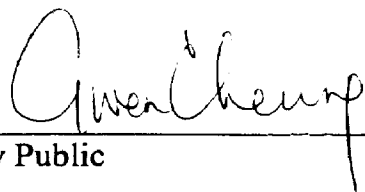
On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me personally came  
D.H. TWINER, who is personally known to me to be the PRESIDENT of  
ROBIN HOOD MULTIFOODS INC., a corporation organized under the laws of the Province of  
Ontario; who, being duly sworn, did depose and say that ~~she~~/he is the  
PRESIDENT 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.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF )  
 ) ss  
COUNTY OF )

On the \_\_\_\_ day of \_\_\_\_\_, 2001, before me personally came  
D.H. TWINER, who is personally known to me to be the PRESIDENT of  
GOURMET BAKER, INC., a corporation organized under the laws of the Province of Ontario;  
who, being duly sworn, did depose and say that she/he is the PRESIDENT 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.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF

New York )  
York ) ss

COUNTY OF NY )

On the 14<sup>th</sup> day of November, 2001, before me personally, came Katherine Buss, 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.

Roye Tortorella  
Notary Public 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 Canadian subsidiaries of International Multifoods Corporation

#### ABBREVIATIONS

GBI	Gourmet Baker, Inc. (IMC Canadian subsidiary)
RHM	Robin Hood Multifoods, Inc. (IMC Canadian subsidiary)

#### OWNED U.S. TRADEMARKS

NO.	TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
1	BUMBLEBERY	Registered	1,673,382	GBI
2	BUMBLEBERY	Registered	1,764,579	GBI
3	GOURMET BAKER	Registered	1,896,357	GBI
4	GOURMET BAKER (and Design)	Registered	1,896,358	GBI
5	GOLDEN TEMPLE (and Design)	Registered	1,297,895	RHM
6	OLD MILL (and Design)	Registered	1,798,022	RHM
7	RED RIVER	Registered	2,077,155	RHM
8	RED RIVER (and Design)	Registered	2,163,140	RHM