

02-14-2002



101973033

RECORD

THIRD

NOV 14

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

11-14-01

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
10102001
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Associated Brands, Inc. Execution Date
Month Day Year
10102001

Formerly Ontario Foods, Incorporated

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Scotiabanc Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 600 Peachtree Street N.E.

Address (line 2) Suite 2700

Address (line 3) Atlanta Georgia 30308
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/26/2001 6TOM11 00000066 76177398

01 FC:481 40.00 OP
02 FC:482 475.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.
Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76177398"/>	<input type="text" value="76177397"/>	<input type="text" value="75919469"/>	<input type="text" value="1445411"/>	<input type="text" value="1799556"/>	<input type="text" value="2058706"/>
<input type="text" value="75919470"/>	<input type="text" value="75919471"/>	<input type="text" value="76177399"/>	<input type="text" value="1682165"/>	<input type="text" value="694319"/>	<input type="text" value="1911647"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1846417"/>	<input type="text" value="1362250"/>	<input type="text" value="2153789"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

A. Nicholas Falkides

A. Nicholas Falkides

1/18/01

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1658781	1358287	1564065
1388712	1918224	
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

COLLATERAL PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT

THIS COLLATERAL PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT (this "Assignment"), dated as of October 10, 2001, is by ASSOCIATED BRANDS, INC., a New York corporation formerly known as Ontario Foods, Incorporated, 4001 Salt Works Rd., Medina, New York 14103 ("Assignor") in favor of SCOTIABANC INC. (the "Bank") under that certain Credit Agreement dated of even date herewith among Assignor, Associated Brands Inc., an Ontario corporation and Assignor's parent corporation, the Bank and The Bank of Nova Scotia (as the same may be amended, supplemented, revised and replaced from time to time the "Credit Agreement").

BACKGROUND

The Bank has agreed to make certain credit facilities available to Assignor upon the terms and subject to the conditions set forth in the Credit Agreement.

Assignor has executed and delivered to the Bank a security agreement (the "Security Agreement") as security for the payment and performance of the obligations, present and future, direct or indirect, absolute or contingent, matured or unmatured, of Assignor to the Bank under the Credit Agreement and each of the other loan, security and guarantee documents relating to the Credit Agreement to which Assignor is a party (collectively, the "Loan Documents").

Pursuant to the Security Agreement Assignor granted to the Bank a security interest in, among other things, all of Assignor's general intangibles, including, without limitation, its patents, patent applications, trademarks, service marks, trademark applications, tradenames, copyrights and goodwill.

AGREEMENT

In consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor agrees as follows:

1. Incorporation of the Security Agreement. The terms and provisions of the Security Agreement are incorporated herein in their entirety by this reference thereto.
2. Collateral Assignment of Patents, Trademarks and Copyrights. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Security Agreement), Assignor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to the Bank, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of its now or existing and filed and hereafter acquired or arising and filed:

(a) Patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent

applications listed on Schedule A attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world, together with all proceeds and products of the foregoing (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) Trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world, together with all proceeds and products of the foregoing (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) Copyrights, copyright applications and copyright registrations in each work of authorship and derivative work thereof including, without limitation, the copyrights and copyright applications listed on Schedule A attached hereto and made a part hereof, whether published or unpublished, together with all proceeds and products of the foregoing (collectively, the "Copyrights"); and

(d) The goodwill of Assignor's business connected with and symbolized by the Trademarks, including, without limitation, all customer lists, recipes, formulas and know-how related thereto.

3. Restrictions on Future Agreements. Assignor agrees that until the Obligations shall have been indefeasibly satisfied in full and the Security Agreement shall have been terminated in writing Assignor will not, without the Bank's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with Assignor's obligations under this Assignment. Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights assigned or transferred to the Bank pursuant to this Assignment; provided, however, that Assignor may enter into license agreements in the ordinary course of its business.

4. New Patents, Trademarks and Copyrights. Assignor represents and warrants that the Patents, Trademarks and Copyrights listed on Schedule A constitute all of the patents, trademarks, copyrights and applications now owned by Assignor. If, before the Obligations shall have been indefeasibly satisfied in full, Assignor shall obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames or copyrights, or become entitled to

the benefit of any patent, trademark or copyright application, trademark, trademark registration or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to the Bank prompt written notice thereof. Assignor hereby authorizes the Bank to modify this Assignment by amending Schedule A to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames and copyrights which are Patents, Trademarks or Copyrights, as applicable, under paragraph 2 above or under this paragraph 4.

5. Royalties; Terms. Assignor hereby agrees that the use by the Bank of all Patents, Trademarks and Copyrights as described above shall be worldwide and without any liability to the Bank for royalties or other related charges. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Copyrights assigned hereunder or (ii) the Obligations have been indefeasibly paid in full and the Security Agreement has been terminated in writing.

6. Assignee's Right to Inspect. The Bank shall have the right, from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees (i) not to sell or assign its interest in or, except to the extent set forth in Section 3, grant any license under, the Patents, Trademarks or Copyrights without the prior written consent of the Bank; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof; (iii) not to change the quality of said products without its express written consent; and (iv) to provide to the Bank, upon request, a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. Reassignment. This Assignment is made for collateral purposes only, and Assignor may, until an Event of Default (as defined in the Security Agreement) occurs, use and enjoy the benefits of the Patents, Trademarks and Copyrights, subject to the terms of this Assignment. Upon indefeasible payment in full of the Obligations and termination of the Security Agreement in writing, the Bank shall at Assignor's expense execute and deliver to Assignor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Bank pursuant hereto or pursuant to the Security Agreement.

8. Duties of Assignor. Assignor shall at its expense (i) prosecute diligently any patent application that is part of the Patents and any trademark application that is part of the Trademarks and any copyright application that is part of the Copyrights pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (ii) make application on unpatented but patentable inventions and on trademarks, as appropriate, and (iii) preserve and maintain all rights in patent applications and patents that are part of the Patents and in trademark applications, trademarks, tradenames and trademark registrations that are part of the Trademarks and in copyrights that are part of the Copyrights; provided, however, such duty shall be applicable only with respect to patent applications, patents, tradename applications, tradenames, trademark applications, trademarks, trademark registrations and copyright applications that (A) are material to, or relate to inventions material to, Assignor's business and (B) are used or useful

in, or relate to inventions useful in, Assignor's business. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not without the consent of the Bank abandon (i) any right to file a patent application, trademark application or copyright application, (ii) any pending patent application, trademark application or copyright application or (iii) any Patent, Trademark or Copyright. Within thirty days of the date of this Agreement (or within thirty days of the date Assignor acquires rights in any Patent, Trademark or Copyright not held as of the date of this Agreement, as applicable), Assignor shall (i) file or cause to be filed all instruments necessary to perfect Assignor's right, title and/or interest in any such patent, trademark or copyright, (ii) execute and file, or cause to be executed and filed, all instruments necessary to perfect Assignee's security interest in any such patent, trademark or copyright and/or (iii) execute and deliver to any party, or cause to be executed and delivered to any party, all assignments with respect to any such patent, trademark or copyright.

9. Assignee's Right to Sue. The Bank shall, after the occurrence of an Event of Default as defined in the Security Agreement, have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Copyrights, and any license thereunder and, if the Bank shall commence any such suit, Assignor shall, at the Bank's request, do any and all lawful acts and execute any and all proper documents reasonably required by the Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of its rights under this paragraph 9.

10. Waivers. No course of dealing between Assignor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the Bank's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby, by the Security Agreement, by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes the Bank to make, constitute and appoint any officer or agent of the Bank, as the Bank may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power, after the occurrence, and during the continued existence, of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Patents, Trademarks and Copyrights, (ii) take any other actions with respect to

the Patents, Trademarks and Copyrights as the Bank deems in the best interest of the Bank, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Copyrights to anyone. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been indefeasibly paid in full and all financing arrangements between Assignor and the Bank have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Bank under the Security Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Bank shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks or Copyrights may be located.

14. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns.

15. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without regard to the principles of conflicts of law.

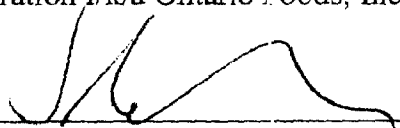
16. Spreader. The security interest created pursuant to the Security Agreement, as well as the assignment effected hereby, shall automatically and without further act by any person (i) extend to and encumber and patent, trademark or copyright owned by any entity with which Assignor shall merge or consolidate, or which Assignor shall acquire by any means and (ii) secure all indebtedness of any entity described in item (i) to the Bank; and said security interest shall attach at the moment such merger, consolidation or acquisition becomes effective.

17. Filing. The Bank may file the original or a duly authenticated copy of this Assignment with the US Patent and Trademark Office, the US Register of Copyrights or any other office as necessary to perfect the assignment effected hereby or the Bank's rights in and to the Patents, Trademarks or Copyrights.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the 10th

day of October, 2001.

ASSOCIATED BRANDS, INC., a New York corporation f/k/a Ontario Foods, Incorporated

By: 
John R. Foster, President

STATE OF NEW YORK)
)SS.:
COUNTY OF ERIE)

On the 21 day of October, in the year 2001, before me, the undersigned, personally appeared **John R. Foster**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument. and that such individual made such appearance before the undersigned in the _____ (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken.)


Notary Public

A. NICHOLAS FALKIDES
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/6/02

SCHEDULE A

PATENTS: NONE

TRADEMARKS: SEE ATTACHED LIST

COPYRIGHTS: NONE

Schedule of Trademarks

A. Trademark Registrations and Applications

Mark	Reg. /Serial No.	Status
SADANO'S	1,445,411	Registered
SADANO'S	1,799,556	Registered
EASY MEASURE	2,058,706	Registered
SPRINKLE SWEET	1,682,165	Registered
SUPEROSE	694,319	Registered
SWEET 10	1,911,647	Registered
SWEET LITE	1,846,417	Registered
SWEET LITE	1,362,250	Registered
SWEET MEASURE	2,153,789	Registered
THIN & TRIM	1,658,781	Registered
BATTER LITE	1,358,287	Registered
SWEET LITE	1,564,065	Registered
FLAVOR BRITE	1,388,712	Registered
SNACK LOVERS	1,918,224	Registered
ULTRA DIET QUICK	76/177,398	Pending-passed by Examiner
EXTRA THIN QUICK	76/177,397	Pending-passed by Examiner
ORANGEAGEOUS	75/919,469	Pending-allowed, intent to use
LUSCIOUS LEMON	75/919,470	Pending- passed by Examiner
TOTALLY PUNCHY	75/919,471	Pending- allowed, intent-to-use
SWEET LITE & DESIGN	76/177,399	Pending- passed by Examiner
DIET QUICK	TMA389,424	Registered
ULTRA SLENDER	TMA396,912	Registered

[continued on next page]

B. Tradenames and Unregistered Trademarks

Thirst Quench'r
Golden Kettle
Ontario Foods
Freedom
Diet Quick

#629810 v2