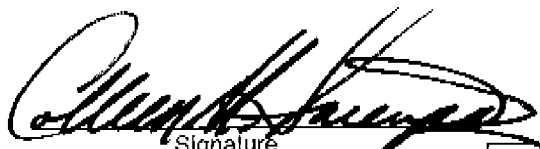


<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> Windmill Holdings Corp.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - <u>California</u> <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Multifoods Brands, Inc.</u> Internal Address: <u>Suite 300</u>  Street Address: <u>110 Cheshire Lane</u> City: <u>Minnetonka</u> State: <u>MN</u> Zip: <u>55305</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignor is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Contribution Agreement</u>  Execution Date: <u>March 17, 2003</u>	<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) _____ <u>78/196,677 "COTTON PICKIN CORNBREAD"</u> B. Trademark Registration No.(s) _____ <u>757,473 - BIXMIX</u>  Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Colleen M. Sarenpa</u>  Internal Address: _____ <u>Multifoods Brands, Inc.</u>  Street Address: <u>110 Cheshire Lane</u>  City: <u>Minnetonka</u> State: <u>MN</u> Zip: <u>55305</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">34</span>  <b>7. Total fee (37 CFR 3.41).....\$</b> <u>865.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>502386</u>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">           Colleen M. Sarenpa, Trademark Manager            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>3/25/2003</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;"> <span style="border: 1px solid black; padding: 2px;">17</span> </div>		

Total number of pages including cover sheet, attachments, and document: 17  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**SCHEDULE A**

**APPLICATIONS**

*Country:* United States

<u>Mark</u>	<u>App. #</u>	<u>App. Dt</u>
CORNBREAD CREATIONS	78/200,847	1/ 7/2003
GOODNESS GRACIOUS, IT'S GOOD!	78/188,096	11/22/2002
MARTHA WHITE	78/197,628	12/24/2002
MARTHA WHITE, A SOUTHERN FAMILY TRADITION	78/188,102	11/22/2002

Continuation of item 4  
on recordation cover sheet**SCHEDULE B****REGISTRATIONS**

<i>Country:</i>	United States		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
BURRUS LIGHT CRUST & Design		762,831	1/ 7/1964
CABIN HOME		792,343	7/ 6/1965
DESIGN		883,866	1/ 6/1970
FLAPSTAX (Stylized)		793,750	8/ 3/1965
GLADIOLA		1,469,282	12/15/1987
GLADIOLA & Design		825,031	2/28/1967
GOODNESS GRACIOUS, IT'S GOOD!		879,581	10/28/1969
HAY MARKET		876,687	9/ 9/1969
HOT RIZE		634,147	9/ 4/1956
JIM DANDY & Design		1,198,172	6/15/1982
LIGHT CRUST		502,439	9/28/1948
LIGHT CRUST		50,479	3/20/1906
LIGHT CRUST & Design		615,415	11/ 1/1955
LITTLE PRINCESS & Design		767,929	4/ 7/1964
MARTHA WHITE		884,253	1/13/1970
MARTHA WHITE & Design		726,321	1/ 9/1962
MARTHA WHITE & Design		1,587,017	3/13/1990
MARTHA WHITE & Design		1,587,016	3/13/1990
MARTHA WHITE & Design		1,648,967	6/25/1991
MARTHA WHITE COTTON PICKIN'		838,893	11/14/1967

Continuation of items  
on recordation cover sheet

Country: United States

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
MARTHA WHITE'S CEE-LECT & Design	634,918	9/25/1956
MOTHER'S BEST	798,613	11/9/1965
MOTHER'S BEST	697,877	5/17/1960
MOTHER'S BEST	678,544	5/12/1959
OMEGA & Design	856,147	9/3/1968
SNOWDRIFT	136,636	11/2/1920
SNOWDRIFT & Design	67,061	1/14/1908
SPUDFLAKES OLD FASHIONED GOOD NEW FANGLED EASY & Design	828,935	5/16/1967

## CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is made and entered into as of the 2<sup>nd</sup> day of March, 2003 (the "Effective Date"), by and between **Multifoods Brands, Inc.**, a Delaware corporation (the "Company"), and **Windmill Holdings Corp.**, a California corporation ("Contributor").

### 1. DEFINITIONS

For purposes of this Contribution Agreement:

- (a) "**Contracts**" means the contracts set forth on Schedule A.
- (b) "**Copyrights**" means the copyright registrations set forth on Schedule G, copyrights in any Products, including any product configurations, product packaging, product advertising, and documents related to brand management, style sheets, trademark usage or any other trademark issues, together with any registrations or applications for registration for any of the foregoing. The term Copyrights further includes any of the foregoing related to the Trademarks.
- (c) "**Equipment**" means the equipment and furniture set forth on Schedule B.
- (d) "**Excluded Intellectual Property**" means those items set forth on Schedule C.
- (e) "**Foodservice Division**" means Contributor's U.S. Foodservice Products Division.
- (f) "**Formulations**" means the formulations and recipes for each of the Products as of the Effective Date.
- (g) "**Included Intellectual Property**" means all Trademarks, Patents, Copyrights, Formulations, Processing Instructions, Specifications and Miscellaneous Intellectual Property, but excluding the Excluded Intellectual Property.
- (h) "**Miscellaneous Intellectual Property**" means Internet domain names, online service keywords, and vanity telephone numbers associated with any Trademarks or Products, including those items set forth on Schedule D.
- (i) "**Patents**" means the patents set forth on Schedule E together with all reissues, divisionals, continuations, continuations-in-part, and foreign equivalents associated therewith.

(j) **“Processing Instructions”** means the processing instructions (including manufacturing methodologies and engineering data and designs), trade secrets and know-how for each of the Products as of the Effective Date.

(k) **“Products”** means all products sold in, or under development for sale in, the United States of America (including its territories and possessions) by the Foodservice Division and the Retail Division as of the Effective Date.

(l) **“Retail Division”** means Contributor’s U.S. Consumer Products Division.

(m) **“Specifications”** means the raw materials, manufacturing, packaging, labeling and quality assurance specifications for each of the Products as of the Effective Date.

(n) **“Trademarks”** means the trademarks and service marks set forth on Schedule F, trademarks and services marks related to the Products and any associated logos, trade names and trade dress, together with the goodwill appurtenant to each of the foregoing, and any applications, registrations or common law rights related to each of the foregoing.

#### **CONTRIBUTION AND BILL OF SALE; ASSUMED OBLIGATIONS**

(a) Effective upon the execution hereof, Contributor hereby contributes, conveys, transfers and assigns to the Company, and the Company accepts from Contributor, all of Contributor’s right, title and interest in and to the Equipment, the Included Intellectual Property and the Contracts (provided, however, that if a Contract requires the consent of a third party to transfer Contributor’s rights in such Contract to the Company, then as to such Contract the foregoing contribution, conveyance, transfer and assignment shall not be effective unless and until such consent is obtained and becomes effective), and all of Contributor’s rights to claims for damages by reason of past, present or future infringement of the Included Intellectual Property, with all of its rights to sue for and collect the same for the Company’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

(b) Effective upon the execution hereof, the Company hereby assumes and agrees to pay and perform all obligations of Contributor accruing, in accordance with the terms thereof, after the Effective Date (or, with respect to Contracts as to which consent to transfer is required, after the effective date of such consent (if any)) under the Contracts.

(c) Contributor shall endeavor to obtain consent from any necessary third party, but if consent is not readily forthcoming Contributor shall be under no obligation to pursue such consent. Contributor’s failure to obtain any such consent from a third party shall not be deemed a breach of this Agreement by Contributor. Subject to the foregoing, Contributor and the Company hereby agree to duly execute and deliver to

each other all such other and further instruments of conveyance, transfer and assignment or assumption (as applicable) and to take such other action as the other may reasonably deem necessary in order to more effectively convey and transfer to the Company assets transferred or intended to be transferred hereby or to ensure the proper assumption by Contributor of the obligations set forth above in clause (b) (as applicable).

### 3. CONSIDERATION FOR TRANSFER

The transfers of assets hereunder by Contributor to the Company are an additional contribution to capital. In consideration for such transfers and for all other covenants, commitments and obligations of Contributor hereunder, the Company shall, upon the execution of this Agreement, issue to Contributor 500 shares of common stock of the Company, all of which shares shall be duly authorized, validly issued, fully paid and non-assessable when so issued to Contributor. It is the intent of the parties that this capital contribution qualify for tax-free treatment under §368(a)(1)(D) of the Internal Revenue Code.

### 4. SCHEDULES

The Schedules represent the parties' present good faith belief of the complete list of issued patents, registered copyrights and United States federal trademark applications and trademark registrations which are part of the Included Intellectual Property and the complete list of Equipment (as of approximately one month before the Effective Date), but the Schedules do not represent a complete listing of all other Trademarks which are part of the Included Intellectual Property, of all other Copyrights which are part of the Included Intellectual Property or of other Miscellaneous Intellectual Property that is a part of the Included Intellectual Property, or recent updates to the list of Equipment. The parties agree that additions, deletions or other corrections may hereafter be made to the Schedules to reflect the actual list of Trademarks, Patents, Copyrights, Miscellaneous Intellectual Property and Equipment which were on the Effective Date of this Contribution Agreement a part of the Included Intellectual Property and Equipment.

5. THE LICENSE AGREEMENT

The parties are entering into a License Agreement on the date hereof, pursuant to which the Company is granting a license to Contributor in connection with the Included Intellectual Property and the Contracts. Any existing licenses from Contributor to any other parties related to the Included Intellectual Property or the Contracts shall, upon execution of said License Agreement, thereupon become sublicenses from Contributor to such third parties pursuant to said License Agreement.

6. DISCLAIMER OF WARRANTIES

Contributor disclaims all warranties related to the Included Intellectual Property, the Equipment, and the Contracts.

7. SUCCESSORS

This Contribution Agreement shall inure to the benefit of and shall bind the successors, heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Company and Contributor have made this Contribution Agreement on and as of the date first above written.

Multifoods Brands, Inc.

Windmill Holdings Corp.

By [Signature]  
Its President

By [Signature]  
Its Senior Vice President - Finance and Chief Financial Officer

Subscribed and sworn to before me this 17th day of March, 2003.

Subscribed and sworn to before me this 17th day of March, 2003.

[Signature]  
Notary Public

[Signature]  
Notary Public

