

5-5-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECOR TR

05-05-2003

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



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

1. Name of conveying party(ies): MULTIFOODS BRANDS, INC. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State (DE) [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [ ] No

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 [x] 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 [x] No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? [ ] Yes [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: March 2, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached Continuation of Item Four Additional number(s) attached? [x] Yes [ ] No

B. Trademark Registration No.(s) See Attached Continuation of Item Four 1927 617

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Alison J. Winick, Esq. Internal Address: Simpson Thacher & Bartlett Street Address: 425 Lexington Avenue City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 155 7. Total fee (37 CFR 3.41): \$ 3,890.00 [ ] Enclosed [x] Authorized to be charged to deposit account credit card 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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 J. Winick, Esq. Name of Person Signing

Signature

5-2-03 Date

Total number of pages including cover sheet, attachments, and document: 19

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

TRADEMARK REEL: 002723 FRAME: 0001

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**

<b>REG. NO.</b>	<b>REG. NO.</b>	<b>REG. NO.</b>	<b>REG. NO.</b>	<b>REG. NO.</b>	<b>APP. NO.</b>
1,827,617	1,593,289	330,485	2,681,160	1,308,199	78/200,847
851,547	2,670,443	50,479	843,388	1,045,679	78/196,677
595,284	1,469,282	502,439	1,457,655	1,333,501	78/211,376
139,431	825,031	615,415	230,023	1,663,023	78/070,899
232,924	246,587	767,929	1,250,616	382,934	78/182,185
757,473	248,604	884,253	1,250,615	441,193	78/205,945
762,831	1,550,390	1,648,967	132,001	563,259	78/215,263
792,343	879,581	1,587,017	680,113	45,182	78/070,895
1,966,620	876,687	1,587,016	1,020,031	45,180	76/003,115
1,893,708	224,221	883,866	777,509	1,818,089	78/211,286
589,403	1,486,369	726,321	611,828	552,213	78/188,096
61,906	1,828,455	838,893	854,748	382,933	78/193,487
2,670,442	634,147	634,918	84,441	551,940	75/652,832
1,833,439	339,297	1,910,878	1,317,247	385,055	78/197,628
1,919,083	807,335	1,784,317	1,113,721	216,568	78/188,102
225,824	829,863	697,877	136,636	1,669,633	78/211,348
2,128,714	844,695	798,613	67,061	1,830,866	78/201,617
1,890,052	1,673,056	678,544	208,874	1,671,946	76/421,510
1,798,839	2,345,771	958,641	828,935	1,671,945	76/368,208
856,649	1,051,674	1,945,516	2,134,556	1,671,944	78/178,112
1,855,320	1,237,030	1,872,643	1,551,168	1,073,723	78/200,837
61,905	1,239,935	2,477,150	1,834,831	2,404,844	78/197,451
793,750	1,239,136	1,783,558	1,087,129		78/018,403
2,525,284	1,159,339	856,147	2,043,231		75/887,236
1,593,288	2,540,049	728,611	1,098,932		78/012,693
2,200,591	1,198,172	200,923	698,691		
2,629,396	134,431	88,285	45,179		

GRANT OF SECURITY  
INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK 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.

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 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 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, 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 Trademarks and certain Trademark 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 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.

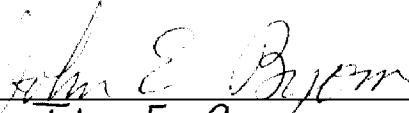
SECTION 3. Purpose. This Agreement has been executed and delivered by MBI for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the U.S. Guarantee and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

MULTIFOODS BRANDS, INC.

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

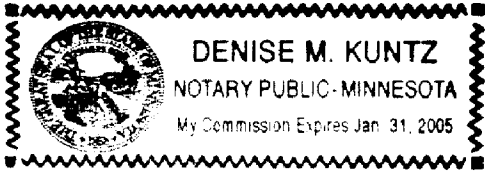
CANADIAN IMPERIAL BANK OF COMMERCE,  
as Collateral Agent for the Secured Parties

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

M1:970565.02

STATE OF *Minnesota* )  
 ) ss  
COUNTY OF *Hennepin* )

On the 11<sup>th</sup> day of April 2003, before me personally came John E. Byom, 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 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)

M1:970565.02

STATE OF NY )  
 ) ss  
COUNTY OF NY )

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.

Notary Public State of NY  
No. 01141503-02  
06

Stacie Lutter  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A****U.S. Trademark Registrations and Applications Owned by  
Multifoods Brands, Inc. and Fantasia Confections, Inc., a subsidiary of International  
Multifoods Corporation****ABBREVIATIONS**

MBI	Multifoods Brands, Inc.
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**OWNED U.S. TRADEMARKS**

<b>NO</b>	<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>	<b>OWNER/ ASSIGNEE</b>
1.	BAKERS HEAVEN	Registered	1,827,617	MBI
2.	BALLARD	Renewed	851,547	MBI
3.	BALLARD	Registered	595,284	MBI
4.	BETSY'S BEST (and Design)	Renewed	139,431	MBI
5.	BIG JO (and Design)	Renewed	232,924	MBI
6.	BIXMIX (and Design)	Renewed	757,473	MBI
7.	BURRUS LIGHT CRUST (and Design)	Renewed	762,831	MBI
8.	CABIN HOME	Renewed	792,343	MBI
9.	CHOCOLATE MANIA	Registered	1,966,620	MBI
10.	CHOCOVIVA!	Registered	1,893,708	MBI
11.	CINDERELLA	Renewed	589,403	MBI
12.	CINDERELLA (Stylized)	Renewed	61,906	MBI
13.	CONFETTI FUNFETTI	Registered	2,670,442	MBI
14.	CORNBREAD CREATIONS	Pending	78/200,847	MBI
15.	CORNERSTONE	Registered	1,833,439	MBI
16.	"COTTON PICKIN' CORNBREAD"	Pending	78/196,677	MBI
17.	CREAMY SUPREME	Registered	1,919,083	MBI
18.	CREAMY SUPREME	Pending	78/211,376	MBI



<b>NO</b>	<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>	<b>OWNER/ ASSIGNEE</b>
19.	DANIEL WEBSTER (and Design)	Renewed	225,824	MBI
20.	DESSERT TODAY	Registered	2,128,714	MBI
21.	DOÑA LAPIÑA (Design)	Registered	1,890,052	MBI
22.	DUTCH TREAT	Registered	1,798,839	MBI
23.	EASY MASH	Pending	78/070,899	MBI
24.	EASY MASH'D	Pending	78/182,185	MBI
25.	EXTRA LIGHTS	Renewed	856,649	MBI
26.	EXTREME FUDGE	Pending	78/205,945	MBI
27.	EXTREME FUDGE CHUNK	Pending	78/215,263	MBI
28.	EZ MASH	Pending	78/215,263	MBI
29.	FARMHOUSE	Registered	1,855,320	MBI
30.	FARMHOUSE (Design)	Pending	76/003,115	MBI
31.	FIT FOR A PRINCE (Stylized)	Renewed	61,905	MBI
32.	FLAP-STAX	Renewed	793,750	MBI
33.	FUN CELEBRATIONS MADE EASY	Registered	2,525,284	MBI
34.	FUNFETTI	Renewed	1,593,288	MBI
35.	FUNFETTI	Registered	2,200,591	MBI
36.	FUNFETTI	Registered	2,629,396	MBI
37.	FUNGETTI	Pending	78/211,286	MBI
38.	FUNFETTI CAKE MIX	Registered	1,593,289	MBI
39.	FUNFISH FUNFETTI	Registered	2,670,443	MBI
40.	GLADIOLA	Registered	1,469,282	MBI
41.	GLADIOLA (and Design)	Renewed	825,031	MBI
42.	GOLDRIM (and Design)	Renewed	246,587	MBI
43.	GOLDRIM (and Design)	Renewed	248,604	MBI
44.	GOOD 'N' MOIST	Registered	1,550,390	MBI
45.	GOODNESS GRACIOUS, IT'S GOOD	Pending	78/188,096	MBI

<b>NO</b>	<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>	<b>OWNER/ ASSIGNEE</b>
46.	GOODNESS GRACIOUS, IT'S GOOD	Renewed	879,581	MBI
47.	HAY MARKET	Renewed	876,687	MBI
48.	HEARTY BAKED	Pending	78/193,487	MBI
49.	HENKEL'S	Renewed	224,221	MBI
50.	HI-DEMAND	Registered	1,486,369	MBI
51.	HIGH-M	Registered	1,828,455	MBI
52.	HOT RIZE (and Design)	Renewed	634,147	MBI
53.	HUNGRY JACK	Renewed	339,297	MBI
54.	HUNGRY JACK	Renewed	807,335	MBI
55.	HUNGRY JACK	Renewed	829,863	MBI
56.	HUNGRY JACK	Renewed	844,695	MBI
57.	HUNGRY JACK	Registered	1,673,056	MBI
58.	HUNGRY JACK (Design Only)	Registered	2,345,771	MBI
59.	IM (and Design)	Renewed	1,051,674	MBI
60.	IM (and Design)	Registered	1,237,030	MBI
61.	IM INTERNATIONAL MULTIFOODS (and Design)	Registered	1,239,935	MBI
62.	INTERNATIONAL MULTIFOODS	Registered	1,239,136	MBI
63.	JAMCO	Registered	1,159,339	MBI
64.	JAMCO	Registered	2,540,049	MBI
65.	JIM DANDY (and Design)	Registered	1,198,172	MBI
66.	KEYNOTE (and Design)	Renewed	134,431	MBI
67.	LA PIÑA	Registered	330,485	MBI
68.	LIGHT CRUST	Renewed	50,479	MBI
69.	LIGHT CRUST	Renewed	502,439	MBI
70.	LIGHT CRUST (and Design)	Renewed	615,415	MBI
71.	LITTLE PRINCESS (and Design)	Renewed	767,929	MBI

<b>NO</b>	<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>	<b>OWNER/ ASSIGNEE</b>
72.	MAKE IT DELICIOUS. MAKE IT FARMHOUSE	Pending	75/652,832	MBI
73.	MARTHA WHITE	Pending	78/197,628	MBI
74.	MARTHA WHITE	Renewed	884,253	MBI
75.	MARTHA WHITE (and Design)	Registered	1,648,967	MBI
76.	MARTHA WHITE (and Design)	Renewed	1,587,017	MBI
77.	MARTHA WHITE (and Design)	Renewed	1,587,016	MBI
78.	MARTHA WHITE (Design Only)	Renewed	883,866	MBI
79.	MARTHA WHITE, A SOUTHERN FAMILY TRADITION	Pending	78/188,102	MBI
80.	MARTHA WHITE BOLTED WHITE ENRICHED SELF- RISING (and Design)	Renewed	726,321	MBI
81.	MARTHA WHITE COTTON PICKIN'	Renewed	838,893	MBI
82.	MARTHA WHITE'S CEE- LECT (and Design)	Renewed	634,918	MBI
83.	MOIST SUPREME	Pending	78/211,348	MBI
84.	MOIST SUPREME	Registered	1,910,878	MBI
85.	MORNING MEDLEY	Registered	1,784,317	MBI
86.	MOTHER'S BEST	Renewed	697,877	MBI
87.	MOTHER'S BEST	Renewed	798,613	MBI
88.	MOTHER'S BEST	Renewed	678,544	MBI
89.	MULTIFOODS	Renewed	958,641	MBI
90.	MULTIFOODS (and Design)	Registered	1,945,516	MBI
91.	MULTIFOODS BAKERY PRODUCTS SINCE 1892 (and Design)	Registered	1,872,643	MBI
92.	MULTIFOODS DISTRIBUTION (and Design)	Registered	2,477,150	MBI
93.	NORSEMAN	Registered	1,783,558	MBI
94.	OMEGA (and Design)	Renewed	856,147	MBI

<b>NO</b>	<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>	<b>OWNER/ ASSIGNEE</b>
95.	PET	Registered	728,611	MBI
96.	PET (Cow Head Design Only)	Registered	200,923	MBI
97.	PET (Stylized)	Registered	88,285	MBI
98.	PET COOLIE	Registered	2,681,160	MBI
99.	RADIANCE ROSE	Renewed	843,388	MBI
100.	RED BAND	Registered	1,457,655	MBI
101.	RED BAND (Design)	Registered	230,023	MBI
102.	ROBIN HOOD	Registered	1,250,616	MBI
103.	ROBIN HOOD	Registered	1,250,615	MBI
104.	ROBIN HOOD	Renewed	132,001	MBI
105.	ROBIN HOOD (and Design)	Renewed	680,113	MBI
106.	ROBIN HOOD (Design Only)	Renewed	1,020,031	MBI
107.	ROBIN HOOD (Design Only)	Renewed	777,509	MBI
108.	SEAL OF MINNESOTA	Renewed	611,828	MBI
109.	SEGO	Registered	854,748	MBI
110.	SEGO (and Design)	Registered	84,441	MBI
111.	SHIP (Design Only)	Registered	1,317,247	MBI
112.	SHOP PRIDE	Renewed	1,113,721	MBI
113.	SNACKBATCH	Pending	78/201,617	MBI
114.	SNOWDRIFT	Renewed	136,636	MBI
115.	SNOWDRIFT (and Design)	Renewed	67,061	MBI
116.	SOFTASILK (Stylized)	Registered	208,874	MBI
117.	SPUDFLAKES OLD FASHIONED GOOD NEW FANGLED EASY (and Design)	Renewed	828,935	MBI
118.	STAR D'LIGHTS	Registered	2,134,556	MBI
119.	STAR-DEMAND	Registered	1,551,168	MBI
120.	STARS & STRIPES	Pending	76/421,510	MBI

<b>NO</b>	<b>TITLE</b>	<b>STATUS</b>	<b>REG. NO./ APP. NO.</b>	<b>OWNER/ ASSIGNEE</b>
121.	STARS & STRIPES	Pending	76/368,208	MBI
122.	THE DAIRY GOODNESS PEOPLE	Pending	78/178,112	MBI
123.	THE PERFORMANCE BEHIND THE PROMISE	Registered	1,834,831	MBI
124.	TREAT TOPPERS	Pending	78/200,837	MBI
125.	ULTRA WHITE	Renewed	1,087,129	MBI
126.	ULTRA-RISE	Registered	2,043,231	MBI
127.	VELVET	Renewed	1,098,932	MBI
128.	WHO IS YOUR HUNGRY JACK?	Pending	78/197,451	MBI

## 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 November 13, 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 November 13, 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	Country	Serial No.	Registration Date	Description
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 unpopcorned 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, combread, 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

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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

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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.

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**SCHEDULE D**

**ADDITIONAL TRADEMARK LICENSES**

<b>AGREEMENT</b>	<b>GRANTOR</b>
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

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**RECORDED: 05/02/2003**

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