# DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8800

1. NAME OF CONVEYING PARTY:	2. NAME AND ADDRESS OF RECEIVING PARTY:
Kik Holdco Company A Canadian corporation	CANADIAN IMPERIAL BANK OF COMMERCE A Canadian financial institution 161 Bay Street, 8 <sup>th</sup> Floor Toronto, Ontario Canada M5J 2S8
3. NATURE OF CONVEYANCE:	2A. ASSIGNEE A FOREIGN ENTITY:
_ Assignment _ Merger and Change of Name  X Security Interest _ Change of Name _ Release of Security Interest	Yes: X No:  2B. DOMESTIC REPRESENTATIVE DESIGNATED:  Yes: No: X
3A. EXECUTION DATE: August 23, 2002 3B. EFFECTIVE DATE: August 23, 2002	
4A. TRADEMARK APPLICATION NOS.:	4B. TRADEMARK REGISTRATION NO(S).:
76/612,376 – CITRUS FUSION 76/612,377 – FIELD BREEZE 76/612,378 – SUMMIT FRESH	
Additional numbers attached? NO	Additional numbers attached? NO
Jennifer L. Dean	
Drinker Biddle & Reath LLP	
1500 K Street, N.W., Suite 1100	
Washington, D.C. 20005-1209	
6. TOTAL NUMBER OF TITLES: 3	<ol> <li>The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</li> </ol>
7. TOTAL FEE: \$90.00	Januiler (Ch
8. CHARGE FEES TO: DEPOSIT	Jennifer L. Dean
ACCOUNT NO. 50-0573	Date: June <u>3</u> , 2005
Our Ref: 31905.313	Page 1 of 17

**FILED BY FACSIMILE: 703-306-5995** 

June 🔏 , 2005

Brenda Ox Coffin

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KIK HOLDCO COMPANY

as Grantor

and

CANADIAN IMPERIAL BANK OF COMMERCE

as Agent

SECURITY AGREEMENT

August 23, 2002

STIKEMAN ELLIOTT

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# **SCHEDULES**

Schedule 1.2(e) - Intellectual Property

## SECURITY AGREEMENT

Security Agreement dated August 23, 2002 made by KIK Holdco Company (the "Grantor") to and in favour of the Agent (as hereinafter defined).

#### RECITALS:

- (a) Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Agent") and such other financial institutions as may from time to time be parties to the Credit Agreement (as hereinafter defined) as lenders (collectively, together with Canadian Imperial Bank of Commerce in its capacity as a lender, the "Lenders") have agreed to make certain credit facilities available to the Grantor upon the terms and conditions contained in a credit agreement of even date herewith among the Grantor, certain Affiliates of the Grantor as guarantors, the Agent, the Syndication Agent (as such term is defined in the Credit Agreement) and the Lenders (such credit agreement as it may at any time or from time to time, be amended, supplemented, restated or replaced, the "Credit Agreement");
- (b) The Agent is to hold for its own benefit and is to act as administrative agent under the Credit Agreement, inter alia, to hold in trust for the rateable benefit of itself and the other Lenders, any and all security for the payment and performance of the obligations of the Grantor under the Credit Agreement and the other Credit Documents (as such term is defined in the Credit Agreement) to which it is a party; and
- (c) The Grantor has agreed to execute and deliver this security agreement to and in favour of the Agent as security for the payment and performance of the Grantor's obligations to the Lenders under the Credit Agreement and the other Credit Documents to which it is a party.

In consideration of the foregoing and other good and valuable consideration (the receipt and adequacy of which are acknowledged), the Grantor agrees as follows:

# ARTICLE 1 SECURITY

# Section 1.1 Terms Incorporated by Reference.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. Terms

defined in the *Personal Property Security Act* (Ontario) (as amended from time to time, the "PPSA") and used in this security agreement shall have the same meanings.

# Section 1.2 Grant of Security.

Subject to Section 1.5, the Grantor grants to the Agent, for its own benefit as a Lender and as administrative agent and in trust for the rateable benefit of itself and the other Lenders, a security interest in all the Grantor's right, title and interest in and to the property, assets and undertaking of the Grantor now owned or hereafter acquired (collectively, the "Collateral") including, without limitation, any and all of the Grantor's:

- (a) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Grantor;
- equipment, machinery, furniture, fixtures, plants, vehicles and other goods of every kind and description and all licences and other rights and all records, files, charts, plans, drawings, specifications, manuals and documents relating thereto;
- accounts due or accruing due and all agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating thereto;
- (d) money, documents of title, chattel paper, instruments and securities;
- (e) intangibles including all security interests, goodwill, choses in action and other contractual benefits and all Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses and other Intellectual Property (collectively, the "Intellectual Property") including the Intellectual Property described in Schedule 1.2(e);
- (f) substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in Section 1.2(a) Section 1.2(e) inclusive; and
- (g) proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in Section 1.2(a) -Section 1.2(f) inclusive of the proceeds of such proceeds.

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# Section 1.3 Obligations Secured.

- The security interest granted hereby (the "Security Interest") secures the payment and performance of all Accommodations (without duplication), and other indebtedness, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor to any Lender or the Administrative Agent, of any kind or nature, arising under the Credit Agreement or under any other Credit Document; present or future, whether or not evidenced by any note, guarantee or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, guarantee, indemnification or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired (collectively, and together with the expenses, costs and charges set out in Section 1.3(2), the "Obligations").
- (2) All expenses, costs and charges incurred by or on behalf of the Agent and the Lenders in connection with this security agreement, the Security Interest or the Collateral, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Lender's interest in any Collateral, whether or not directly relating to the enforcement of this security agreement or any other Credit Document, shall be added to and form a part of the Obligations.

### Section 1.4 Attachment.

- (1) The Grantor acknowledges that (i) value has been given, (ii) it has rights in the Collateral (other than after-acquired Collateral), (iii) it has not agreed to postpone the time of attachment of the Security Interest, and (iv) it has received a duplicate original copy of this security agreement.
- (2) If the Grantor acquires Collateral consisting of chattel paper, instruments, securities or negotiable documents of title (collectively, "Negotiable Collateral"), the Grantor will, immediately upon receipt thereof, deliver to the Agent the Negotiable Collateral and shall, at the request of the Agent (i) cause the transfer of the Negotiable Collateral to the Agent to be registered wherever, in the opinion of the Agent, such registration may be required or advisable, (ii) duly endorse the same for transfer in blank or as the Agent may direct, and (iii) immediately deliver to the Agent any and all consents or other documents which may be necessary to effect the transfer of the Negotiable Collateral to the Agent or any third party.

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(3) The Grantor will promptly inform the Agent in writing of the acquisition by the Grantor of any personal property which is not adequately described in this security agreement or in the schedules to this security agreement, and the Grantor will execute and deliver, at its own expense, from time to time, amendments to this security agreement and its schedules or additional security agreements or schedules as may be reasonably required by the Agent.

# Section 1.5 Scope of Security Interest.

- (1) To the extent that the creation of the Security Interest would constitute a breach or permit the acceleration or termination of any agreement, right, licence or permit of the Grantor (each, a "Restricted Asset"), the Security Interest created hereunder will constitute a trust created in favour of the Agent and the Lenders pursuant to which the Grantor shall hold as trustee its interest in all proceeds arising under or in connection with the Restricted Asset in trust for the Agent on the following basis:
  - (i) until an Event of Default shall have occurred and be continuing, the Grantor shall be entitled to receive all such proceeds; and
  - (ii) whenever an Event of Default shall have occurred and be continuing, all rights of the Grantor to receive such proceeds shall cease, the Grantor shall at the request of the Agent take all such actions to collect and enforce payment and other rights arising under the Restricted Asset in accordance with the instructions of the Agent and all such proceeds arising under or in connection with the Restricted Asset shall be immediately paid over to the Agent for the benefit of the Lenders.

The Grantor shall not exercise any rights of set-off with respect to amounts payable under or in connection with any Restricted Asset and shall use its best efforts to ensure that no other party to the Restricted Asset shall exercise any rights of set off against any amounts payable thereunder. The Grantor shall use its commercially reasonable best efforts to obtain the consent of each other party to the Restricted Asset to the creation of a security interest in the Restricted Asset in favour of the Agent in accordance with this security agreement and shall use its commercially reasonable best efforts to ensure that all agreements that are material to the operation of its business entered into on and after the date hereof expressly permit the creation of a security interest to the Agent in accordance with the terms of this security agreement.

(2) Until an Event of Default shall have occurred and be continuing, the grant of the Security Interest in the Intellectual Property shall not affect in any way the Grantor's rights to commercially exploit the Intellectual Property, defend it,

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- enforce the Grantor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.
- (3) The Security Interest shall not extend to consumer goods.
- (4) The Security Interest shall not extend or apply to the last day of the term of any lease or sublease or any agreement for a lease or sublease, now held or hereafter acquired by the Grantor in respect of real property, but the Grantor shall stand possessed of any such last day upon trust to assign and dispose of it as the Agent may direct.

# Section 1.6 Grant of Licence to Use Intellectual Property.

For purposes of enabling the Agent to exercise its rights and remedies pursuant to Article 2, at such time the Agent shall be lawfully entitled to exercise its rights and remedies and for no other purpose, the Grantor grants to the Agent an irrevocable, nonexclusive licence (exercisable without payment of royalty or other compensation to the Grantor) to use, assign or sublicense any of the Intellectual Property wherever the same may be located, including in such licence access to (i) all media in which any of the licensed items may be recorded or stored, and (ii) all computer programs used for compilation or print-out.

# Section 1.7 Care and Custody of Collateral.

- (1) The Agent and the Lenders shall have no obligation to keep Collateral in their possession identifiable.
- (2) The Agent may, after an Event of Default shall have occurred and be continuing, but not beforehand, (i) notify any person obligated on an account or on chattel paper or any obligor on an instrument to make payments to the Agent whether or not the Grantor was previously making collections on such accounts, chattel paper or instruments, and (ii) assume control of any proceeds arising from the Collateral.

# Section 1.8 Amalgamation.

The Grantor acknowledges and agrees that if it amalgamates or merges with or into any other corporation or corporations, then (i) the term "Grantor" shall extend to and include the continuing corporation from such amalgamation or merger, (ii) the term "Obligations" will extend to and include the Obligations of each of the amalgamating or merging corporations at the time of such amalgamation or merger and arising thereafter, and (iii) the Collateral hereby secured and the Security Interests over the Collateral of the Grantor will extend to and include all of the property, assets and undertakings of each of the amalgamating or merging corporations at the time of such amalgamation or merger and any and all property,

assets and undertakings of the continuing corporation from such amalgamation or merger thereafter owned or acquired by such continuing corporation.

# ARTICLE 2 ENFORCEMENT

### Section 2.1 Enforcement.

The Security Interest shall be and become enforceable against the Grantor upon the occurrence and during the continuance of an Event of Default.

### Section 2.2 Remedies.

- (1) Upon the occurrence of an Event of Default that is continuing, the Agent may realize upon the Collateral and enforce the rights of the Agent and the Lenders by:
  - (a) entry onto any premises where Collateral consisting of tangible personal property may be located;
  - (b) entry into possession of the Collateral by any method permitted by law;
  - (c) sale or lease of all or any part of the Collateral;
  - (d) collection of any proceeds arising in respect of the Collateral;
  - (e) collection, realization or sale of, or other dealing with, the accounts;
  - (f) appointment by instrument in writing of a receiver (which term as used in this security agreement includes a receiver and manager) or agent of all or any part of the Collateral and removal or replacement from time to time of any receiver or agent;
  - institution of proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral;
  - institution of proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Collateral;
  - fling of proofs of claim and other documents to establish claims to the Collateral in any proceeding relating to the Grantor; and
  - (j) any other remedy or proceeding authorized or permitted under the PPSA or otherwise by law or equity.

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(2) Such remedies may be exercised from time to time separately or in combination and are in addition to, and not in substitution for, any other rights of the Agent and the Lenders however created. The Agent shall not be bound to exercise any right or remedy, and the exercise of rights and remedies shall be without prejudice to the rights of the Agent and the Lenders in respect of the Obligations including the right to claim for any deficiency.

# Section 2.3 Additional Rights.

In addition to the remedies set forth in Section 2.2, the Agent may, upon the occurrence and during the continuance of an Event of Default:

- (a) require the Grantor, at the Grantor's expense, to assemble the Collateral at a place or places designated by notice in writing and the Grantor agrees to so assemble the Collateral;
- require the Grantor, by notice in writing, to disclose to the Agent the location or locations of the Collateral and the Grantor agrees to make such disclosure when so required;
- (c) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Grantor or otherwise;
- (d) carry on all or any part of the business of the Grantor and, to the exclusion of all others including the Grantor, enter upon, occupy and use all or any of the premises, buildings, and other property of or used by the Grantor for such time as the Agent sees fit, free of charge, and the Agent and the Lenders shall not be liable to the Grantor for any act, omission or negligence in so doing or for any rent, charges, depreciation or damages incurred in connection with or resulting from such action;
- (e) require the Grantor to engage a consultant or consultants of the Agent's choice, or engage a consultant or consultants on behalf of the Agent, such consultants to receive the full cooperation and support of the Grantor and its officers and employees, including unrestricted access to the premises and books and records of the Grantor; all reasonable fees and expenses of any such consultant shall be for the account of the Grantor and the Grantor hereby authorizes any such consultant to report directly to the Agent and to disclose to the Agent any and all information obtained by such consultant;

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- (f) borrow for the purpose of carrying on the business of the Grantor or for the maintenance, preservation or protection of the Collateral and grant a security interest in the Collateral, whether or not in priority to the Security Interest, to secure repayment; and
- (g) commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and give good and valid receipts and discharges in respect of the Collateral and compromise or give time for the payment or performance of all or any part of the accounts or any other obligation of any third party to the Grantor.

# Section 2.4 Receiver's Powers.

- (1) Any receiver appointed by the Agent shall be vested with the rights and remedies which could have been exercised by the Agent in respect of the Grantor or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The identity of the receiver, its replacement and its remuneration shall be within the sole and unfettered discretion of the Agent.
- (2) Any receiver appointed by the Agent shall act as agent for the Agent for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below), as agent for the Grantor. The receiver may sell, lease, or otherwise dispose of Collateral as agent for the Grantor or as agent for the Agent as the Agent may determine in its discretion. The Grantor agrees to ratify and confirm all actions of the receiver acting as agent for the Grantor, and to release and indemnify the receiver in respect of all such actions, absent wilful misconduct or gross negligence by the receiver.
- (3) The Agent, in appointing or refraining from appointing any receiver, shall not incur liability to the receiver, the Grantor or otherwise and shall not be responsible for any misconduct or negligence of such receiver.

# Section 2.5 Appointment of Attorney.

Upon the occurrence of an Event of Default that is continuing, the Grantor irrevocably appoints the Agent (and any of its officers) as attorney of the Grantor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Grantor, all such further acts, documents, matters and things which the Agent may deem necessary or advisable to accomplish the purposes of this security agreement including the execution, endorsement and delivery of documents and any notices, receipts, assignments or verifications of the accounts. All acts of the attorney are ratified and approved, and the attorney shall not be liable for any act,

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failure to act or any other matter or thing, except for its own gross negligence or wilful misconduct.

# Section 2.6 Dealing with the Collateral.

- (1) The Agent and the Lenders shall not be obliged to exhaust their recourse against the Grantor or any other person or against any other security they may hold in respect of the Obligations before realizing upon or otherwise dealing with the Collateral in such manner as the Agent may consider desirable.
- (2) The Agent and the Lenders may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Grantor and with other persons, sureties or securities as they may see fit without prejudice to the Obligations, the liability of the Grantor or the rights of the Agent and the Lenders in respect of the Collateral.
- (3) Except as otherwise provided by law or this security agreement, the Agent and the Lenders shall not be (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any persons in respect of the Collateral, (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of or failure to sell or otherwise deal with the Collateral, or (iv) bound to protect the Collateral from depreciating in value or becoming worthless.

# Section 2.7 Standards of Sale.

Without prejudice to the ability of the Agent to dispose of the Collateral in any manner which is commercially reasonable, the Grantor acknowledges that:

- (a) Collateral may be disposed of in whole or in part;
- (b) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality, except as required by law;
- (c) any assignee of such Collateral may be a customer of the Agent or of a Lender;
- (d) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Agent, in its sole discretion, may deem advantageous, except as required by law; and

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(e) the Agent may establish an upset or reserve bid or price in respect of Collateral.

# Section 2.8 Dealings by Third Parties.

- (1) No person dealing with the Agent, any of the Lenders or an agent or receiver shall be required to determine (i) whether an Event of Default has occurred and is continuing, (ii) whether the powers which such person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Agent or the Lenders by the Grantor, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made, (v) the propriety or regularity of any sale or other dealing by the Agent or any Lender with the Collateral, or (vi) how any money paid to the Agent or Lenders has been applied.
- (2) Any purchaser of all or any part of the Collateral from the Agent or any receiver or agent shall hold the Collateral absolutely, free from any claim or right of whatever kind, including any equity of redemption, of the Grantor, which it specifically waives (to the fullest extent permitted by law) as against any such purchaser together with all rights of redemption, stay or appraisal which the Grantor has or may have under any rule of law or statute now existing or hereafter adopted.

# ARTICLE 3 GENERAL

#### Section 3.1 Notices.

Any notices, directions or other communications provided for in this security agreement shall be in writing and given in accordance with the provisions of the Credit Agreement.

# Section 3.2 Discharge.

The Security Interest shall be discharged upon, but only upon, (i) full payment and performance of the Obligations, and (ii) the Agent and the Lenders having no obligations to make Advances under the Credit Documents. Upon discharge of the Security Interest and at the request and expense of the Grantor, the Agent shall execute and deliver to the Grantor such releases and discharges as the Grantor may reasonably require. If any of the Collateral shall be sold, transferred or otherwise disposed of by the Grantor in any manner as permitted by the Credit Agreement, then the Agent, at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the Security Interest created hereby in such Collateral. If all of the shares of the Grantor are sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, then the Agent, at

the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the Security Interest created hereby.

# Section 3.3 No Merger.

This security agreement shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or any of the Lenders shall operate by way of merger of, or in any way affect, the Security Interest, which is in addition to, and not in substitution for, any other security now or hereafter held by the Agent and the Lenders in respect of the Obligations.

# Section 3.4 Further Assurances.

The Grantor shall from time to time, whether before or after an Event of Default has occurred and is continuing, do all acts and things and execute and deliver all transfers, assignments and instruments as the Agent may reasonably require for (i) protecting the Collateral, (ii) perfecting the Security Interest, and (iii) exercising all powers, authorities and discretions conferred upon the Agent. The Grantor shall, from time to time after an Event of Default has occurred and is continuing, do all acts and things and execute and deliver all transfers, assignments and instruments as the Agent may require for facilitating the sale or other disposition of the Collateral in connection with its realization.

# Section 3.5 Supplemental Security.

This security agreement is in addition and without prejudice to and supplemental to all other security now held or which may hereafter be held by the Lenders or the Agent.

# Section 3.6 Successors and Assigns.

This security agreement shall be binding upon the Grantor, its successors and assigns, and shall enure to the benefit of the Agent and its successors and assigns. All rights of the Agent shall be assignable and in any action brought by an assignee to enforce any such right, the Grantor shall not assert against the assignee any claim or defence which the Grantor now has or hereafter may have against the Agent or any of the Lenders.

# Section 3.7 Gender and Number.

Any reference in this security agreement to gender shall include all genders and words importing the singular number only shall include the plural and vice versa.

# Section 3.8 Headings, etc.

The division of this security agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

# Section 3.9 Severability.

If any provision of this security agreement is deemed by any court of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

# Section 3.10 Governing Law.

This security agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the Grantor has executed this security agreement.

KIK HOLDCO COMPANY

By:

Authorized Signing Office

By:

Authorized Signing Officer

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# SCHEDULE 1.2(e)

# INTELLECTUAL PROPERTY

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THE PROPERTY OF THE PARTY OF TH	Liquid laundry bleach		Liquid laundry bleach.	
Registration Details	Regn. No. TMA 518,874	Regn. Date: October 28, 1999	Regn. No. TMA 519,136	Regn. Date: November 4, 1999
Trademark	FABRIC FRIENDLY		FIBRE FRIENDLY	
Owner	KIK Corporation	Holdings Inc.	KIK Corporation	Holdings Inc.

SCHEDULE 1.2(e)

# INTELLECTUAL PROPERTY

RECORDED: 06/03/2005

Owner	Owners Trade-hark & F.	Registration Details	Wares and	Comments
KIK Corporation	Design without word(s)	Appln. No. 75/756,956		
Holdings, Inc.		Appln. Date: July 21, 1999		
=	FABRIC FRIENDLY	Regn. No. 2,468,720	Liquid laundry bleach.	
Holdings, Inc.		Regn. Date: July 17, 2001	1	
UO.	FIBER FRIENDLY	Regn. No. 2,424,398	Liquid laundry bleach.	
Holdings, Inc.		Regn. Date: Jan. 30, 2001	•	