

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pinnacle Foods Group Inc.		03/31/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Deutsche Bank Trust Company Americas, as Collateral Agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	1697862	AUNT JEMIMA
Registration Number:	2963537	LENDER'S
Registration Number:	932754	LENDER'S
Registration Number:	653166	PET-RITZ
Registration Number:	2958474	SYRUP DUNK'ERS
Registration Number:	583458	APPIAN WAY
Registration Number:	2424777	BEEFRAGIOUS BEEF RAVIOLI
Registration Number:	2426408	BEEFTASTIC LASAGNA
Registration Number:	2452053	CHEEZE CHOMPIN' MACARONI N' CHEESE
Registration Number:	876663	COUNTRY SUPPER
Registration Number:	2586221	
Registration Number:	1646508	HARTFORD HOUSE
Registration Number:	914149	HARTFORD HOUSE
Registration Number:	1348341	LUNCH BUCKET

CH \$715.00 1697862

Registration Number:	1424133	LUNCH BUCKET
Registration Number:	2433054	MIGHTY MUNCHIN' MACARONI N' BEEF
Registration Number:	2507572	THE OFFICIAL CANNED FOOD OF THE NEW MILLENNIUM
Registration Number:	2068794	SEASONED TO PERFECTION
Registration Number:	2714827	SLURPLICIOUS SPAGHETTI N' FRANKS
Registration Number:	1513776	SUNRISE
Registration Number:	2035255	THE MEATY ONE!
Registration Number:	804802	TREET
Serial Number:	78825022	DESSERT BUCKET
Serial Number:	78497846	LUNCH 'N GO
Serial Number:	78736620	SIMMERIN' SAUSAGES
Serial Number:	78736656	SIZZLIN' SAUSAGES
Serial Number:	78825158	THE ULTIMATE IN THICK, RICH CHILI
Serial Number:	78825067	ULTIMATE

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: carey.lening@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Suite 401  
Address Line 2: attn: Carey Lening  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	355175
NAME OF SUBMITTER:	Carey Lening
Signature:	/cni/
Date:	03/31/2006

Total Attachments: 8  
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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):  
Pinnacle Foods Group Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: Delaware  
 Other

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank Trust Company Americas, as Collateral Agent

Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: 60 Wall Street

City: New York State: NY Zip: 10005

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other

Execution Date: March 31, 2006

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

A. Trademark Application No.(s)

Please See Attached.

B. Trademark Registration No.(s)

Please See Attached.

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Carey Lening

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Edward Briganti

Name of Person Signing



Signature

March 31, 2006

Date

8

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

Schedule I

**A.I. Trademarks**

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Pinnacle Foods Group Inc.	AUNT JEMIMA & DESIGN	6/30/1992	1,697,862
Pinnacle Foods Group Inc.	LENDER'S	6/21/2005	2,963,537
Pinnacle Foods Group Inc.	LENDER'S (STYLIZED)	4/18/1972	932,754
Pinnacle Foods Group Inc.	PET-RITZ	10/15/1957	653,166
Pinnacle Foods Group Inc.	SYRUP DUNK'ERS	5/31/2005	2,958,474
Pinnacle Foods Group Inc.	APIAN WAY	3/11/1953	583,458
Pinnacle Foods Group Inc.	BEEFRAGIOUS BEEF RAVIOLI	8/16/1999	2,424,777
Pinnacle Foods Group Inc.	BEEFTASTIC LASAGNA	8/16/1999	2,426,408
Pinnacle Foods Group Inc.	CHEEZECHOMPIN' MACARONI N' CHEESE	8/16/1999	2,452,053
Pinnacle Foods Group Inc.	COUNTRY SUPPER	4/29/1968	876,663
Pinnacle Foods Group Inc.	CRAZY BIG HEAD AND DESIGN	4/27/2000	2,586,221
Pinnacle Foods Group Inc.	HARTFORD HOUSE	12/18/1989	1,646,508
Pinnacle Foods Group Inc.	HARTFORD HOUSE	6/18/1970	914,149
Pinnacle Foods Group Inc.	LUNCH BUCKET	11/13/1984	1,348,341
Pinnacle Foods Group Inc.	LUNCH BUCKET	9/3/1985	1,424,133
Pinnacle Foods Group Inc.	MIGHTY MUNCHIN' MACRONI N' BEEF	8/16/1999	2,433,054
Pinnacle Foods Group Inc.	OFFICIAL CANNED FOOD FOR THE NEW MILLENNIUM	3/1/1999	2,507,572
Pinnacle Foods Group Inc.	SEASONED TO PERFECTION	12/18/1995	2,068,794
Pinnacle Foods Group Inc.	SLURPLICIOUS SPAGHETTI N' FRANKS	8/16/1999	2,714,827
Pinnacle Foods Group Inc.	SUNRISE	4/30/1987	1,513,776
Pinnacle Foods Group Inc.	THE MEATY ONE!	12/1/1995	2,035,255
Pinnacle Foods Group Inc.	TREET	12/4/1964	804,802

**A.II. Trademark Applications**

<u>Registered Owner</u>	<u>Mark</u>	<u>Date Filed</u>	<u>Application Number</u>
Pinnacle Foods Group Inc.	DESSERT BUCKET	2/28/2006	78/825022
Pinnacle Foods Group Inc.	LUNCH 'N GO	10/11/2004	78/497846
Pinnacle Foods Group Inc.	SIMMERIN' SAUSAGES	10/19/2005	78/736620
Pinnacle Foods Group Inc.	SIZZLIN' SAUSAGES	10/19/2005	78/736656
Pinnacle Foods Group Inc.	THE ULTIMATE IN THICK, RICH CHILI	2/28/2006	78/825158
Pinnacle Foods Group Inc.	ULTIMATE	2/28/2006	78/825067

TRADEMARK COLLATERAL AGREEMENT, dated as of March 31, 2006, among CRUNCH HOLDING CORP. ("Holdings"), PINNACLE FOODS GROUP INC. (as successor to PINNACLE FOODS HOLDING CORPORATION) (the "Borrower") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of November 25, 2003 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Lenders party thereto (the "Lenders") and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of November 25, 2003 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) among Holdings, the Borrower, the Lenders, Deutsche Bank Trust Company Americas, as Administrative Agent, and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), Citicorp North America, Inc. and Canadian Imperial Bank of Commerce, as Co-Documentation Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I,

(b) all goodwill associated therewith or symbolized thereby, and


(c) all trademark and service mark assets, rights and interests that uniquely reflect or embody goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CRUNCH HOLDINGS CORP.,

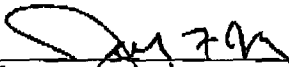
by

  
\_\_\_\_\_  
Name: Michael Croner  
Title: VP

[[2592173]]

PINNACLE FOODS GROUP INC. (AS  
SUCCESSOR TO PINNACLE FOODS  
HOLDING CORPORATION),

by

  
Name: John F. Kroeger  
Title: VP

[[2592(79)]]



DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Collateral Agent,

by

*Scotty Lindsey*

Name: **Scotty Lindsey**  
Title: **Director**

*Lana Gifas*

**Lana Gifas**  
**Vice President**

[[2592173]]

TRADEMARK  
REEL: 003280 FRAME: 0516

Schedule I

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