

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.D. Smith & Sons, LP, by its general partner E.D. Smith & Sons, GP Ltd.		06/05/2006	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	1 First Canadian Place, 4th Floor, P.O. Box 150		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1H3		
Entity Type:	Financial Institution: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2695495	ALL SEASON	
Registration Number:	2342952	MERIT	
Registration Number:	2344896	LA MAISON	
CORRESPONDENCE DATA			
Fax Number:	(212)953-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 415-9200		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	250 Park Avenue, 15th Floor		
Address Line 4:	New York, NEW YORK 10177		
ATTORNEY DOCKET NUMBER:	447491-00008		

OP \$90.00 2695495

DOMESTIC REPRESENTATIVE

900076476

**TRADEMARK
 REEL: 003538 FRAME: 0838**

Name: Dorsey & Whitney LLP
Address Line 1: 250 Park Avenue
Address Line 4: New York, NEW YORK 10177

NAME OF SUBMITTER:	Sarah Robertson
Signature:	/sr/
Date:	05/09/2007

Total Attachments: 14

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SECURITY AGREEMENT (TRADE MARKS)

This Agreement is granted this 5th day of June, 2006 by E.D. Smith & Sons, LP (the "**Debtor**") in favour of Bank of Montreal (the "**Agent**") as agent for the Lenders (as hereinafter defined).


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Debtor to the Agent and the Lenders arising under the third amended and restated credit agreement dated as of June 2, 2006 made among the Debtor, E.D. Smith Limited Partnership, E.D. Smith & Sons, Limited, E.D. Smith USA Inc., the Agent and all lenders thereunder from time to time (the "**Lenders**"), as such agreement may be amended, restated or replaced from time to time (the "**Credit Agreement**"), the Debtor hereby assigns and grants, as security, to the Agent a security interest (the "**Security Interest**") in and to all of the right, title and interest of the Debtor in and to the trade marks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "**Licence Agreement**"), and all rights corresponding thereto throughout the world (all of the foregoing trade marks and rights are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**").
2. The last day of the term of any Licence Agreement is specifically excepted from the Security Interest, but the Debtor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Debtor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which the Debtor is a party would constitute a breach or cause the acceleration thereof, the Debtor hereby agrees to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favour of the Agent, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Debtor shall hold its interest therein in trust for the Agent, unless the holding of such interest by the Debtor in trust for the Agent would constitute a breach or cause the acceleration thereof.
3. In this agreement, "**Event of Default**" has the meaning ascribed thereto in the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Agent shall be entitled to enforce the Security Interest and in so doing may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario)).

4. The Debtor irrevocably constitutes and appoints the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Debtor with power of substitution in the name of the Debtor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Debtor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Agent deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademarks.
5. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Debtor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Debtor hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Debtor or any other person elsewhere.
6. From time to time, at the request of the Agent, the Debtor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.
7. To the extent that there is any inconsistency between a provision of this Agreement and a provision of the Credit Agreement, the provision of the Credit Agreement shall govern.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

E.D. SMITH & SONS, LP by its general partner,
E.D. SMITH & SONS, GP LTD.

By: 
Name: David S. Smith
Title: Vice President, Finance

I have authority to bind the partnership.

INTELLECTUAL PROPERTY

ACTIVE CANADIAN TRADE-MARKS

	Trade-Mark	Status	Wares & Services	Owner
1.	SEAFORTH CREAMERY	Formalized Application No.: 1291387 Application Date: 2006-02-24	Salad dressings, mayonnaise, sauces, dips, marinades.	Vendor
2.	SEAFORTH	Formalized Application No.: 1291386 Application Date: 2006-02-24	Salad dressings, mayonnaise, sauces, dips, marinades.	Vendor
3.	LA MAISON PREMIUM	Allowed Application No.: 1210331 Application Date: 2004-03-18	Salad dressings, mayonnaise, sauces, dips, marinades.	Vendor
4.	PREFERENCE	Registered Registration No.: 559952 Registration Date: 2002-04-04 Renewal Date: 2017-04-04	Mayonnaise, spoonable salad dressings, pourable salad dressings, edible oil and edible oil products, namely, cooking oil, salad oil and shortening, margarine, peanut butter, marinades, B.B.Q. sauces, mustard, popcorn topping, artificial cheese, dipping sauces, coffee whitener, whipped toppings, tartar sauce, cookies and snack dips.	Vendor
5.	LA MAISON	Registered Registration No.: 466615 Registration Date:	Salad dressings, mayonnaise, sauces and dips.	Vendor


	Trade-Mark	Status	Wares & Services	Owner
		1996-11-29 Renewal Date: 2011-11-29		
6.	SUNOLA	Registered Registration No.: 411049 Registration Date: 1993-04-16 Renewal Date: 2008-04-16	Margarine.	Vendor
7.	RANCHERO	Registered Registration No.: 419394 Registration Date: 1993-11-12 Renewal Date: 2008-11-12	Salad dressings.	Vendor
8.	VILLAGE	Registered Registration No.: 309688 Registration Date: 1985-12-27 Renewal Date: 2015-12-27	Margarine, and salad dressing.	Vendor
9.	MERIT	Registered Registration No.: 313218 Registration Date: 1986-04-11 Renewal Date: 2016-04-11	Margarine, spoonable salad dressing, mayonnaise and pourable salad dressings.	Vendor
10.	IDEAL	Registered Registration No.:	Margarine.	Vendor


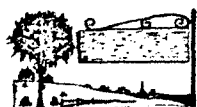
	Trade-Mark	Status	Wares & Services	Owner
		275394 Registration Date: 1982-12-31 Renewal Date: 2012-12-31		
11.	ELM GROVE	Registered Registration No.: 196502 Registration Date: 1973-12-28 Renewal Date: 2018-12-28	A dairy spread, margarine.	vendor

INACTIVE CANADIAN TRADE-MARKS

	Trade-Mark	Status	Wares & Services	Owner
12.	FOUR SEASONS	Abandoned Application No.: 891147 Inactivated: 2000- 07-11	Edible oils, edible oil products, namely, cooking oil, salad oil, blends, spreads, marinades, popcorn topping, dipping sauces, coffee whitener, whipped toppings, mayonnaise, salad dressings, sandwich spreads.	Vendor
13.	ULTIMATE	Abandoned Application No.: 891146 Inactivated: 2000- 10-04	Margarine, spoonable salad dressings, pourable salad dressing, mayonnaise and cookies.	Vendor
14.	CONNOISSEUR	Abandoned Application No.: 891144 Inactivated: 2001- 04-18	Dressings for salads, namely, pourable and spoonable salad dressings.	Vendor


	Trade-Mark	Status	Wares & Services	Owner
15.	PREFERENCE	Abandoned Application No.: 708732 Inactivated: 1996- 05-13	Mayonnaise, spoonable salad dressings, pourable salad dressings, edible oil and edible oil products, namely, cooking oil, salad oil and shortening, margarine, blends, spreads, peanut butter, marinades, B.B.Q. sauces, mustard, popcorn topping, artificial cheese, dipping sauces, coffee whitener, whipped toppings, tartar sauce, cookies and snack dips.	Vendor
16.	CONNOISSEUR	Abandoned Application No.: 696184 Inactivated: 1994- 03-10	Edible oil and edible oil products, namely, cooking oil, salad oil, blends, spreads, peanut butter, marinades, B.B.Q. sauces, mustard, popcorn topping, artificial cheese, dipping sauces, coffee whitener, whipped toppings, tartar sauce, sandwich spread, mayonnaise, french dressing, dressings for salads and snack dips.	Vendor
17.	ULTIMATE	Abandoned Application No.: 688282 Inactivated: 1993- 06-01	Margarine, spoonable salad dressing, pourable salad dressing, mayonnaise and cookies.	Vendor
18.	FOUR SEASONS	Abandoned Application No.: 676392 Inactivated: 1996- 06-21	Edible oils, edible oil products, namely, cooking oil, salad oil, blends, spreads, marinades, popcorn topping, dipping sauces, coffee	Vendor

	Trade-Mark	Status	Wares & Services	Owner
			whitener, whipped toppings, mayonnaise, salad dressings, sandwich spreads.	
19.	VILLAGE	Abandoned Application No.: 659457 Inactivated: 1993-06-18	Edible oil and edible oil products, namely, cooking oil, salad oil, blends, spreads, peanut butter, marinades, B.B.Q. sauces, mustard, popcorn topping, artificial cheese, dipping sauces, coffee whitener, whipped toppings, tarter sauce, sandwich spread, mayonnaise, French dressing, dressing for salads and snack dips.	Vendor
20.	VILLAGE LA MAISON SAUCE	Abandoned Application No.: 651202 Inactivated: 1993-05-05	Salad dressings.	Vendor
21.	VEGOLA	Abandoned Application No.: 621380 Inactivated: 1996-03-26	Salad oil, cooking oil, pourable salad dressings, spoonable salad dressings, mayonaise, margarine and sandwich spreads.	Vendor
22.	CORNOLA	Abandoned Application No.: 621379 Inactivated: 1996-09-27	Salad oil, cooking oil, pourable salad dressing, spoonable salad dressing, mayonnaise and margarine.	Vendor
23.	IVORY & Design 	Refused Application No.: 605975 Inactivated: 1993-07-28	Margarine.	Vendor


	Trade-Mark	Status	Wares & Services	Owner
24.	KISMET	Abandoned Application No.: 529940 Inactivated: 2003- 08-14	Margarine, shortening and salad oil.	Vendor
25.	ELM GROVE COUNTRY CROCK & Design 	Abandoned Application No.: 510765 Inactivated: 1985- 01-08	Margarine.	Seaforth Creamery (1981) Inc.
26.	BANQUET	Abandoned Application No.: 494081 Inactivated: 1983- 04-15	Margarine.	Seaforth Creamery (1981) Inc.
27.	STE.ADELE	Abandoned Application No.: 490639 Inactivated: 1983- 10-21	Margarine.	Seaforth Creamery (1981) Inc.
28.	DAIRY FARM Design 	Expunged Application No.: 364213 Inactivated: 1989- 05-05	A dairy spread.	Seaforth Creamery (1981) Inc.
29.	COUNTRY LANE	Expunged Application No.: 310223 Inactivated: 1999- 07-16	Margarine, salad oil, sandwich spreads, shortening.	Vendor
30.	MELODY	Expunged Application No.: 308267 Inactivated: 1999- 06-09	Margarine, shortening, sandwich spreads, salad oil.	Vendor
31.	FAIR LADY	Expunged Application No.:	Margarine, shortening, sandwich spreads, fruit	Vendor

	Trade-Mark	Status	Wares & Services	Owner
		305403 Inactivated: 1998-11-12	juices, salad oil.	
32.	JOLI	Abandoned Application No.: 305402 Inactivated: 2000-02-07	Margarine, shortening, sandwich spreads, fruit juices, salad oil.	Vendor
33.	CAROL	Expunged Application No.: 302448 Inactivated: 1998-05-11	Margarine, salad oil, shortening and sandwich spread.	Vendor

TRADE-MARK APPLICATIONS AND REGISTRATIONS IN THE UNITED STATES


	Trade-Mark	Status	Wares & Services	Owner
1.	SEAFORTH	Application No.: 78824626 Application Date: 2006-02-27	Marinades; Mayonnaise; Salad dressings; Sauces	Vendor
2.	SEAFORTH CREAMERY	Application No.: 78824633 Application Date: 2006-02-27	Marinades; Mayonnaise; Salad dressings; Sauces	Vendor
3.	ALL SEASONS & Design 	Registered Registration No.: 2695495 Renewal Date: 2013-03-11	Salad dressings.	Vendor
4.	MERIT	Registered Registration No.: 2342952 Registration Date: 2000-04-18 Renewal Date: 2010-04-18	Pourable and spoonable salad dressings.	Vendor
5.	LA MAISON	Registered Registration No.: 2344896 Registration Date: 2000-04-25 Renewal Date: 2010-04-25	Pourable and spoonable salad dressings.	Vendor

INACTIVE TRADE-MARK APPLICATIONS AND REGISTRATIONS IN THE UNITED STATES


	Trade-Mark	Status	Wares & Services	Owner
6.	HARVEST FRESH & Design 	Application No.: 76394673 Application Date: 2002-04-11 Inactivated: 2004-01-02	salad dressings	Vendor
7.	ALL SEASONS	Application No.: 76099990 Application Date: 2000-08-01 Inactivated: 2003-05-01	spoonable and portable salad dressings	Vendor
8.	HARVEST VALLEY	Application No.: 76099989 Application Date: 2000-08-01 Inactivated: 2004-10-03	spoonable and portable salad dressings	Vendor
9.	COUNTRY GARDEN	Application No.: 76099988 Application Date: 2000-08-01 Inactivated: 2002-08-06	spoonable and portable salad dressings	Vendor
10.	ULTIMATE	Application No.: 75655715 Application Date: 1999-03-05 Inactivated: 1999-12-18	Margarine, spoonable salad dressings, pourable salad dressings, mayonnaise	Vendor
11.	FOUR SEASONS	Application No.: 75654175 Application Date:	Pourable and spoonable salad dressings.	Vendor

	Trade-Mark	Status	Wares & Services	Owner
		1999-03-05 Inactivated: 2000-12-01		
12.	PREFERENCE	Application No.: 75653555 Application Date: 1999-03-03 Inactivated: 1999-12-22	Mayonnaise, spoonable salad dressings, pourable salad dressings, edible oil and edible oil products, namely, cooking oil, salad oil and shortening margarine, blends, spreads, peanut butter, marinades, bbq sauces, mustard, popcorn topping, artificial cheese, dipping sauces, coffee whitener, whipped toppings, tartar sauce and snack dips	Vendor
13.	VILLAGE	Application No.: 75593547 Application Date: 1998-11-23 Inactivated:	pourable and spoonable salad dressings	Vendor
14.	FOUR SEASONS	Application No.: 74151461 Application Date: 1991-03-26 Inactivated: 1993-07-22	edible oils, edible oil products; namely, salad oil, cooking oil, shortening, salad dressings, sandwich spreads, margarine, dairy-based spreads	Vendor

TRADE-MARK APPLICATIONS IN MEXICO

	Trade-Mark	Status	Wares & Services	Owner
1.	ALL SEASONS & Design 	Application No.: 748604 Application Date: 2005-11-03	Salad dressings	Vendor
2.	SEAFORTH	Application No.: 768753 Application Date: 2006-02-28		
3.	SEAFORTH CREAMERY	Application No.: 768754 Application Date: 2006-02-28		

TRADE-MARK REGISTRATIONS IN THE UNITED KINGDOM

	Trade-Mark	Status	Wares & Services	Owner
1.	ALL SEASONS & Design 	Registered Registration No.: 2352748 Registration Date: 2006-03-02 Renewal: 2014-06-01	Class 30: salad dressings	Vendor