

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
Associated Brands Limited Partnership		09/05/2007	LIMITED PARTNERSHIP: ONTARIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	1 First Canadian Place, 100 King Street West		
Internal Address:	11th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2022880	ASSOCIATED BRANDS	
Registration Number:	2368988	J CLOTH	
Serial Number:	78930984	MAGIC MILK MIX	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1667070		

CH \$90.00 2022880

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	09/27/2007
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Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 5th day of September, 2007, ASSOCIATED BRANDS LIMITED PARTNERSHIP, a limited partnership formed under the laws of Ontario ("*Debtor*") with its principal place of business and mailing address at 335 Judson Street, Toronto, Ontario, M8Z 1B2, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a chartered bank of Canada ("*BMO*"), with an office at 1 First Canadian Place, 100 King Street West, 11th Floor, Toronto, Ontario, Canada M5X 1A1, acting as agent hereunder for the Secured Creditors identified and defined in the Security Agreement hereinafter defined (BMO acting as such agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Security Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations Secured of Debtor and its affiliates as set out in that certain Intellectual Property Security Agreement bearing even date herewith between Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

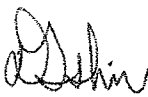
[SIGNATURE PAGE TO FOLLOW]

2301764 01 05
1667070

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ASSOCIATED BRANDS LIMITED PARTNERSHIP

By: Associated Brands G P Corporation
Its: General Partner

By 
Name _____
Title DANIEL SONSHINE, DIRECTOR

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

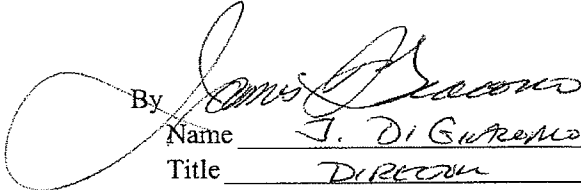
ASSOCIATED BRANDS LIMITED PARTNERSHIP

By: Associated Brands G P Corporation
Its: General Partner

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By  _____
Name J. DiGiuseppe
Title DIRECTOR

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

SERIAL OR REGISTRATION NO.	TRADEMARK
2022880	Associated Brands
2368988	J Cloth
78/930,984	Magic Milk Mix