

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, Inc.		09/05/2007	CORPORATION: NEW YORK

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: 13

Property Type	Number	Word Mark
Registration Number:	1799556	SADANO'S
Registration Number:	0694319	SUPEROSE
Registration Number:	1846417	SWEETLITE
Registration Number:	2522281	EXTRA THIN QUICK
Registration Number:	1682165	SPRINKLE SWEET
Registration Number:	1911647	SWEET 10
Registration Number:	1362250	SWEET LITE
Registration Number:	1564065	SWEET LITE
Registration Number:	2517098	SWEET LITE
Registration Number:	2153789	SWEET MEASURE
Registration Number:	1658781	THIN & TRIM
Registration Number:	2522282	ULTRA DIET QUICK
Serial Number:	78676290	GOZ WITH H2O

CH \$340.00 1799556

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
-------------------------	---------

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Richard Kalwa
--------------------	---------------

Signature:	/richard kalwa/
------------	-----------------

Date:	09/27/2007
-------	------------

Total Attachments: 4
source=2315188#page1.tif
source=2315188#page2.tif
source=2315188#page3.tif
source=2315188#page4.tif

TRADEMARK COLLATERAL AGREEMENT

This 5th day of September, 2007, ASSOCIATED BRANDS, INC., a New York corporation ("*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 Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor which are or become party thereto as debtors, 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]

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, INC.

By _____
Name Daniel Sunshine
Title DANIEL SUNSHINE, 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]

TRADEMARK
REEL: 003629 FRAME: 0438

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, INC.

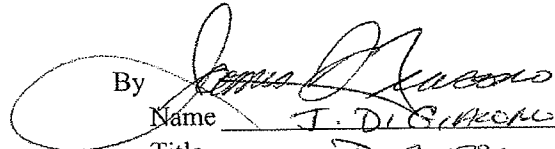
By

Name _____

Title _____

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

BANK OF MONTREAL, as Agent

By  _____
Name J. D. GIGUIERE
Title DIRECTOR

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 003629 FRAME: 0439

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTRATION/APPLICATION NO.	TRADEMARK
1799556	Sadano's
694319	Superose
1846417	Sweetlite
2522281	Extra Thin quick
1682165	Sprinkle Sweet
1911647	Sweet 10 & Design
1362250	Sweet Lite Design
1564065	Sweet Lite
2517098	Sweet Lite & Design
2153789	Sweet Measure
1658781	Thin & Trim
2522282	Ultra Diet Quick
78-676290	GOZ WITH H2O