

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.		02/05/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	TORQUEST MANAGEMENT SERVICES LIMITED PARTNERSHIP, as Agent
Street Address:	161 Bay Street
Internal Address:	Suite 4240
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2S1
Entity Type:	LIMITED PARTNERSHIP: ONTARIO

PROPERTY NUMBERS Total: 12

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

CORRESPONDENCE DATA

900127357

**TRADEMARK
 REEL: 003937 FRAME: 0780**

OP \$315.00 1799556

Fax Number: (416)865-7380
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 416.865.8244
Email: efan@torys.com
Correspondent Name: Edward T. Fan
Address Line 1: P.O. Box 270, TD Centre
Address Line 2: 3000-79 Wellington Street West
Address Line 4: Toronto, CANADA M5K 1N2

ATTORNEY DOCKET NUMBER:	34651-2007
-------------------------	------------

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Edward Fan
--------------------	------------

Signature:	/Edward Fan/
------------	--------------

Date:	02/18/2009
-------	------------

Total Attachments: 4

source=AssociatedBrandsInc#page1.tif
source=AssociatedBrandsInc#page2.tif
source=AssociatedBrandsInc#page3.tif
source=AssociatedBrandsInc#page4.tif

TRADEMARK COLLATERAL AGREEMENT

This 5th day of February, 2009, ASSOCIATED BRANDS, INC., a New York corporation (“**Obligor**”) with its principal place of business and mailing address at 4001 Salt Works Road, Medina, New York, USA, 14103-9578, 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 TorQuest Management Services Limited Partnership (together with all successors and assigns, the “**Agent**”), with an office at 161 Bay Street, Suite 4240, Toronto, Ontario, M5J 2S1, acting as agent hereunder for the Secured Parties identified and defined in the security agreement entered into between the Obligor and the Agent dated as of the date hereof (the “**Security Agreement**”), and grants to the Agent for the benefit of the Secured Parties 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 of the Obligor and its affiliates as set out in the Security Agreement, as the same may be amended, modified, or restated from time to time.

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 the Obligor 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 Obligor’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 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.

Obligor 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 Derek L. Briffett
Title Chief Financial Officer

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

TORQUEST MANAGEMENT
SERVICES LIMITED PARTNERSHIP,
by its general partner
TORQUEST MANAGER GP INC., as
Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO US TRADEMARK COLLATERAL AGREEMENT - ABI]

9265613.3
34651-2007

TRADEMARK
REEL: 003937 FRAME: 0783

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.

TORQUEST MANAGEMENT
SERVICES LIMITED PARTNERSHIP,
by its general partner
TORQUEST MANAGER GP INC., as
Agent

By

Name  _____

Title _____

[SIGNATURE PAGE TO US TRADEMARK COLLATERAL AGREEMENT - ABI]

9265613.3
34651-2007

TRADEMARK
REEL: 003937 FRAME: 0784

**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