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TRADEMARKS ONLY

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U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):
SHADY MAPLE FARM LTD.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- Canada
 Other _____

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

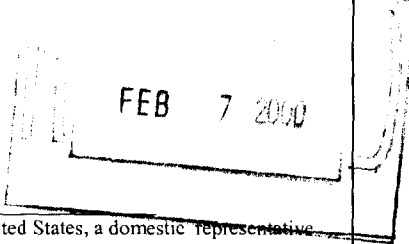
2. Name and Address of receiving party(ies)
Name: GMAC COMMERCIAL CREDIT CORPORATION - CANADA
Address: 500 Rene-Levesque Boulevard, Suite 1400
Montreal, Quebec H2Z 1W7

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 14, 1999

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation- Canada
 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



4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 75/568,901; 75/588,373; 75/590,472; 75/590,473
 B. Trademark Registration No.(s)
 1,570,039; 1,665,982; 2,230,703; 2,273,847
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Baila H. Celedonia, Esq.
 Cowan, Liebowitz & Latman, P.C.
 1133 Avenue of the Americas
 New York, NY 10036-6799

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41)..... \$ \$215.00
 Enclosed
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415
 (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.

Baila H. Celedonia Baila H. Celedonia 2/4/00
 BAILA H. CELEDONIA Signature Date

Total number of pages including cover sheet, attachments, and document: 14

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

03/03/2000 DNGUYEN 00000016 75568901

01 FC:481
 02 FC:482

(40.00 OP
 175.00 OP)

BHC/LMG/19331/37/399212.1

TRADEMARK
REEL: 002029 FRAME: 0089

Attorney Ref. No. 19331.37


APPOINTMENT OF DOMESTIC REPRESENTATIVE

Baila H. Celedonia, Arthur J. Greenbaum, David Goldberg, William M. Borchard, Mary L. Kevlin, Lynn S. Fruchter and all other attorneys of Cowan, Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, New York 10036-6799, are hereby appointed applicant's domestic representative upon whom notices or process in proceedings affecting this mark may be served.

Date:

GMAC COMMERCIAL CREDIT CORPORATION -
CANADA

By:


Name: Frank Imperato
Title: VP

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 14th day of October, 1999 by and between SHADY MAPLE FARM LTD., having an office at 5925 Airport Road, Suite 200, Mississauga, Ontario L4V 1W1 ("Client") and GMAC COMMERCIAL CREDIT CORPORATION - CANADA, having a mailing address at 500 RENE-LEVESQUE BOULEVARD, SUITE 1400, MONTREAL, QUEBEC H2Z 1W7 ("GMAC").

BACKGROUND

Client and GMAC have entered into an Accounts Receivable Management Security Agreement on or about the date hereof (as amended and supplemented from time to time, the "Credit Agreement"). In order to induce GMAC to execute and deliver the Credit Agreement, Client agreed to execute and deliver to GMAC this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed contemporaneously with the Credit Agreement under which GMAC is granted a lien on and security interest in, inter alia, machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby GMAC shall have the right to foreclose simultaneously on the Trademarks and the Other Assets in the event of the occurrence and continuance of a default hereunder or an Event of Default under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises, Client and GMAC hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Event of Default" shall have the meaning assigned to it in the Credit Agreement.

"Licenses" shall mean the trademark license agreements of Client designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

"Obligations" shall have the meaning assigned to it in the Credit Agreement.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Client from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Client from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall have the meaning assigned to it in the Credit Agreement.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Client, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Client.

2. Grant of Security Interest. As collateral security for the prompt payment all of the Obligations, Client hereby grants and conveys to GMAC a security interest in and to (a) the entire right, title and interest of Client in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Client, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and the goodwill of the business to which each of the Trademarks relates and (b) all of Client's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Receivables and contract rights arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Client to terminate any such License or to perform and to exercise all remedies thereunder); and,

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Client covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Client's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Client is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Client not to sue third persons), except for the Licenses referred to in Schedule I attached hereto;

(e) Client has the right to enter into this Security Agreement and perform its terms;

(f) Client has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Client has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Client hereby grants to GMAC and its employees and agents the right to visit Client's plants and

facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Client shall use its best efforts to do any and all acts required by GMAC to ensure Client's compliance with paragraph 3(g) above.

5. New Trademarks.

(a) If, before the Obligations shall have been paid in full, Client shall obtain rights to any new trademarks, the provisions of paragraph 2 shall automatically apply thereto and Client shall give GMAC prompt written notice thereof.

(b) Client grants GMAC a power-of-attorney, irrevocable so long as the Credit Agreement is in existence, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Client covenants and agrees with GMAC that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments.

At any time and from time to time, upon the written request of GMAC, Client will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as GMAC may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Client also hereby authorizes GMAC to file any such financing or continuation statement without the signature of Client to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to GMAC hereunder, duly endorsed in a manner satisfactory to GMAC.

(b) Maintenance of Trademarks. Client will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify GMAC immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Client shall take appropriate action at its expense to halt the infringement of the Trademarks and shall

properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I.

(c) Indemnification. (A) Client assumes all responsibility and liability arising from the use of the Trademarks, and Client hereby indemnifies and holds GMAC harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Client's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by GMAC under any License for any sum owing thereunder, or to enforce any provisions of such License, Client will indemnify and keep GMAC harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Client of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Client, and all such obligations of Client shall be and remain enforceable against and only against Client and shall not be enforceable against GMAC.

(d) Limitation of Liens on Collateral. Client will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of GMAC in and to any of Client's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Client will not (i) amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, without the written consent of GMAC, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), without the prior written consent of GMAC, or (iii) fail to deliver to GMAC a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(f) Notices. Client will advise GMAC promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks.

Client will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of GMAC.

7. GMAC's Appointment as Attorney-in-Fact.

(a) Client hereby irrevocably constitutes and appoints GMAC and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Client and in the name of Client or in its own name, from time to time in GMAC's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives GMAC the power and right, on behalf of Client, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Client or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by GMAC for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to GMAC or as GMAC shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any

Collateral; (D) to defend any suit, action or proceeding brought against Client with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as GMAC may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though GMAC were the absolute owner thereof for all purposes, and to do, at GMAC's option all acts and things which GMAC deems necessary to protect, preserve or realize upon the Collateral and GMAC's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Client might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Client further agrees to execute any additional documents which GMAC may require in order to confirm this power of attorney, or which GMAC may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on GMAC hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. GMAC shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Client for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Client also authorizes GMAC to execute, in connection with the sale provided for in paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Client is executing and delivering to GMAC, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by GMAC of Client's Obligations. If Client fails to perform or comply with any of its agreements contained herein and GMAC, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of GMAC incurred in connection with such performance or compliance

shall be payable by Client to GMAC on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Client under or in connection with any of the Collateral shall be held by Client in trust for GMAC, shall be segregated from other funds of Client and shall forthwith upon receipt by Client, be turned over to GMAC, in the same form as received by Client (duly endorsed by Client to GMAC, if required); and

(ii) Any and all such payments so received by GMAC (whether from Client or otherwise) may, in the sole discretion of GMAC, be held by GMAC as collateral security for, and/or then or at any time thereafter applied in whole or in part by GMAC against all or any part of the Obligations in such order as GMAC shall elect. Any balance of such payments held by GMAC and remaining after payment in full of all the Obligations shall be paid over to Client or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, GMAC may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Client shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which GMAC is entitled. Client shall also be liable for the reasonable fees of any attorneys employed by GMAC to collect any such deficiency and also as to any reasonable attorney's fees incurred by GMAC with respect to the collection of any of the Obligations and the enforcement of any of GMAC's respective rights hereunder.

11. Termination. At such time as Client shall completely pay in full all of the Obligations and the Credit Agreement is terminated, this Security Agreement shall terminate and GMAC shall execute and deliver to Client all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Client full title to the Trademarks, subject to any disposition thereof which may have been made by GMAC pursuant hereto.

12. Any notice to GMAC shall be deemed to have

been duly given when deposited in the mail, first class, postage prepaid, addressed to GMAC at 500 RENE-LEVESQUE BOULEVARD, SUITE 1400, MONTREAL, QUEBEC H2Z 1W7, Attention: General Manager, with an additional copy sent to GMAC c/o GMAC Commercial Credit LLC at 1290 Avenue of the Americas, Third Floor, New York, New York 10104, Attention: Mr. Frank Imperato, Senior Vice President, Loan Administration Department. Any notice to Client hereunder shall be deemed to have been duly given when deposited in the mail, first class postage prepaid, addressed to Client, at 5925 Airport Road, Suite 200, Mississauga, Ontario L4V 1W1, Attention: Robert Swain.

13. No Waiver. No course of dealing between Client and GMAC, nor any failure to exercise, nor any delay in exercising, on the part of GMAC, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of GMAC's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraphs 5 and 7.

17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

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

WITNESS:



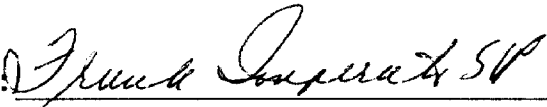
SHADY MAPLE FARM LTD.

By: 

Its: President

WITNESS:

GMAC COMMERCIAL CREDIT CORPORATION -
CANADA

By: 

Its: Senior Vice President

PROVINCE)
~~STATE~~ OF ONTARIO)
JUDICIAL DISTRICT) : ss.:
~~COUNTY~~ OF YORK)

Before me, the undersigned, on this 14th day of October, 1999 personally appeared Robert W. Swain, to me known personally, and who being by me duly sworn, deposes and says that he is the President of SHADY MAPLE FARM LTD., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission Expires:

STATE OF NEW YORK)
): ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, on this ____ day of _____, 1999, personally appeared _____, to me known personally, and who being by me duly sworn, deposes and says that (s)he is a _____ of GMAC COMMERCIAL CREDIT CORPORATION - CANADA, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated October 14, 1999 by and between SHADY MAPLE FARM LTD. and GMAC COMMERCIAL CREDIT CORPORATION - CANADA

APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
SHADY MAPLE FARMS & Design	75/568,901	October 13, 1998
NATURALLY MAPLE ENJOY NATURE'S TREAT & Design	75/588,373	July 28, 1999
GOLDEN CLASSIC	75/590,472	November 17, 1998
MAPLE GOLD & Design	75/590,473	July 28, 1999

REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
SHADY MAPLE FARMS	1,570,039	December 5, 1989
CANADA GOLD	1,665,982	November 26, 1991
NATURALLY MAPLE	2,230,703	March 9, 1999
MAPLE GOLD	2,273,847	August 31, 1999