

NYD
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04-14-2000



Record

101320514

Docket No. 1192-2

200 MAR -3 AM 10: 38

OPR/FINANCE

Recordation Form Cover Sheet

TRADEMARKS ONLY

Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Money's Mushrooms Ltd.

- _____ Individual(s):
- _____ Association:
- _____ General Partnership:
- Corporation - British Columbia
- _____ Other: _____

2. Name and address of receiving party(ies):

Montreal Trust Company of Canada
151 Front Street West, Suite 605
Toronto, Ontario M5J 2N1 Canada

- _____ Individual(s):
- _____ Association:
- _____ General Partnership:
- _____ Corporation - State:
- Other: Trustee

3. Nature of conveyance:

- _____ Assignment
- _____ Merger
- Security Agreement
- _____ Change of Name
- _____ 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

Execution Date: January 31, 2000

4. Application number(s) or registration numbers:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,236,866
1,722,200
1,267,307

04/13/2000 DCOATES 00000123 2236866

01 FC:481
02 FC:482

1 10.00 SF
1 50.00 SF

5. Name, address of party to whom correspondence concerning document should be mailed:

Jason M. Drangel, Esq.
Bazerman & Drangel, P.C.
60 East 42nd Street
New York, New York 10165

6. Total number of applications and registrations involved:

_____ applications

 3 registrations

7. Total Fee (37 CFR 3.41)

\$ 90.00

 X Enclosed

_____ Authorized to be charged to deposit account.

8. Deposit Account Number:

(Attached duplicate copy of this page if using deposit account)

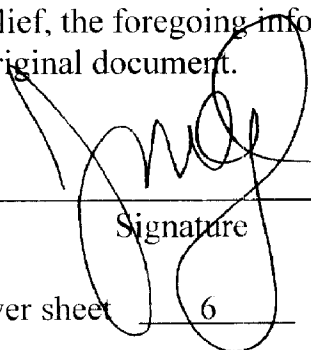
DO NOT USE THIS SPACE

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.

Jason M. Drangel

Name



Signature

March 1, 2000

Date

Total number of pages including cover sheet

 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D. C., 20231

TRADEMARK
REEL: 002049 FRAME: 0811

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2000 (this "Agreement"), between MONEY'S MUSHROOMS LTD., a British Columbia corporation (the "Company"), and MONTREAL TRUST COMPANY OF CANADA, as trustee (the "Trustee").

W I T N E S S E T H :

WHEREAS, the Company has entered into a trust indenture with the Trustee dated as of January 31, 2000 (the "Trust Indenture"), pursuant to which the Company has agreed to grant a security interest in and to pledge the Trademark Collateral to the Trustee in order to secure payment and performance of all obligations and liabilities of any kind whatsoever of the Company (i) to the Trustee arising pursuant to, in respect of, or under the Trust Indenture, and (ii) to the Debentureholders arising pursuant to, in respect of, or under the Trust Indenture and the Debentures (collectively, the "Obligations");

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Trust Indenture.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Company does hereby mortgage, pledge and hypothecate to the Trustee, and grant to the Trustee a security interest in, for its benefit and the benefit of the Debentureholders, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Trustee in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Trustee for its benefit and the benefit of each the Debentureholders under the Trust Indenture. The Trust Indenture (and all rights and remedies of the Trustee and each Debentureholder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations, the Trustee shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Trust Indenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MONEY'S MUSHROOMS LTD.


Address:

Money's Mushrooms Ltd.
9770-199A Street
Langley, British Columbia
Canada V1M 2X7

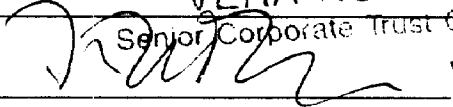
By: 
Name: _____
Title: _____

Montreal Trust Company of Canada
151 Front Street West
Suite 605
Toronto, Ontario
M5J 2N1

MONTREAL TRUST COMPANY OF
CANADA, as Trustee

By: 
Title: **VERA NUNES**
Senior Corporate Trust Officer

Attention: Manager, Corporate Trust
Facsimile: (416) 971-9777

By: 
Title: **RENATO DIDONE**
CORPORATE TRUST OFFICER

with a copy to:

McCarthy Tétrault
Suite 4700
Toronto Dominion Bank Tower
Toronto-Dominion Centre
M5K 1E6

Attention: Stephen D.A. Clark
Facsimile: (416) 686-0673

ATTACHMENT 1
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	Money's Jumbo Mushrooms	U.S. 2,236,866	April 6, 1999
US	Money's (stylized)	U.S. 1,722,200	October 6, 1992
US	Money's and Design	U.S. 1,267,307	February 14, 1984

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Nil

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Expected Docket No.</u>	<u>Products/ Filing Date</u>	<u>Services</u>
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Nil

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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Nil

* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

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