

06-29-2000



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6-6-00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
01 31 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name VLASIC FARMS, INC.

01 31 2000

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization OHIO

Receiving Party

Mark if additional names of receiving parties attached

Name MONTREAL TRUST COMPANY OF CANADA

DBA/AKA/TA

Composed of

Address (line 1) 151 FRONT STREET WEST

Address (line 2) SUITE 605

Address (line 3) TORONTO

ONTARIO/CANADA

M5L 2N1

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other A TRUST COMPANY OF CANADA

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002093 FRAME: 0580

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/575935"/>	<input type="text" value="75/701418"/>	<input type="text" value="75/701419"/>	<input type="text" value="1808703"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/701417"/>	<input type="text" value="75/701414"/>	<input type="text" value="75/701415"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/701416"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Douglas M. Eveleigh  
Name of Person Signing

*Douglas M. Eveleigh*  
Signature

5/06/00  
Date Signed

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2000 (this "Agreement"), between VLASIC FARMS, INC., an Ohio corporation (the "Company"), and MONTREAL TRUST COMPANY OF CANADA, as collateral agent (the "Collateral Agent").

### WITNESSETH:

WHEREAS, Money's Mushrooms Ltd., a corporation incorporated under the laws of the Province of British Columbia ("Money's"), along with certain of its related entities (including the Company) as borrowers (individually, a "Borrower" and, collectively, the "Borrowers"), various financial institutions (individually, a "Senior Lender" and, collectively, the "Senior Lenders"), the guarantor parties (including the Company) from time to time party thereto as Guarantors and The Bank of Nova Scotia, as agent, have entered into a Credit Agreement, made as of January 31, 2000 (as the same may be amended, modified, supplemented, restated or replaced from time to time, the "Senior Credit Agreement"); and

WHEREAS, the Company is obligated as a Borrower and a Guarantor under the Senior Credit Agreement;

WHEREAS, Money's and certain of its related entities have entered into a credit agreement dated as of the date hereof with Citicorp North America Inc. ("Citicorp") (as the same may be amended, supplemented, restated or replaced from time to time, the "Citicorp Credit Agreement");

WHEREAS, the Company is party to the Citicorp Credit Agreement as guarantor of all of the obligations of Money's to Citicorp under the Citicorp Credit Agreement;

WHEREAS, Money's and certain of its related entities have entered into a credit agreement dated as of the date hereof with The Manufacturers Life Insurance Company ("Manulife") (as the same may be amended, supplemented, restated or replaced from time to time, the "Manulife Credit Agreement");

WHEREAS, the Company is party to the Manulife Credit Agreement as guarantor of all of the obligations of Money's to Manulife under the Manulife Credit Agreement;

WHEREAS, Money's and certain of its related entities have entered into a credit agreement dated as of the date hereof with RoyNat Capital Inc. ("RoyNat") (as the same may be amended, supplemented, restated or replaced from time to time, the "RoyNat Credit Agreement");

WHEREAS, the Company is party to the RoyNat Credit Agreement as guarantor of all of the obligations of Money's to RoyNat under the RoyNat Credit Agreement;

WHEREAS, The Bank of Nova Scotia, as Administration Agent for the Senior Lenders under the Senior Credit Agreement, Citicorp, Manulife, RoyNat, Montreal Trust Company of Canada (collectively, the "Benefitted Parties") and Money's and certain of its related entities have entered into an intercreditor agreement dated as of the date hereof whereby, *inter alia*, Montreal Trust Company of Canada has been appointed as Collateral Agent for the benefit of itself and the other Benefitted Parties;

WHEREAS, the Company has entered into a security agreement dated as of the date hereof with the Collateral Agent for the benefit of itself and the other Benefitted Parties (as the same may be amended, supplemented, restated or replaced from time to time, the "Security Agreement"); and

WHEREAS, the foregoing recitals are made as representations and statements of fact by the parties hereto other than the Collateral Agent;

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 Security Agreement.

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 Liabilities (as defined in the Security Agreement), the Company does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each other Benefitted Party, 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;

© 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 Collateral Agent 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 Collateral Agent for its benefit and the benefit of each other Benefitted Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each other Benefitted Party 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 Liabilities and the termination of all commitments of the Benefitted Parties (other than the Collateral Agent) under the Senior Credit Agreement, the Citicorp Credit Agreement, the Manulife Credit Agreement and the RoyNat Credit Agreement, the Collateral Agent 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 Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, 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.

**VLASIC FARMS, INC.**

Address:

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

By:   
Name: L. B. PROWSKI  
Title: DIRECTOR

Montreal Trust Company of Canada  
151 Front Street West  
Suite 605  
Toronto, Ontario  
M5L 2N1  
Attention: Manager, Corporate Trust  
Facsimile: (416) 981-9777

**MONTREAL TRUST COMPANY OF  
CANADA, as Collateral Agent**

By:   
Title: VERA NUNES  
Senior Corporate Trust Officer  
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

**SCHEDULE TO TRADEMARK SECURITY AGREEMENT**

SCHEDULE TO TRADEMARK SECURITY AGREEMENT

VLASIC "MUSHROOM" MARKS - TO BE TRANSFERRED TO Buyer

OUR REF:	COUNTRY	MARK	STATUS	REG. SER. #	DATE	GOODS	OWNER
65512-0046	US	FULL HOUSE	REGISTERED	1,808,703	12/7/93	Mushroom and compost supplement; mushroom spawn in its vegetative state, and mushroom casing spawn in its vegetative state	VF Brands, Inc. (assigned to VLASIC Farms, Inc.)
65512-0001	US	SPEEDSPAWN	PENDING	75575,935	10/23/98	Mushroom spawn in its vegetative state, on a non-grain substrate, and retaining a nutrient additive mixture used in the growth of mushrooms	Vlasic Farms, Inc.
65512-0002	Mexico	SPEEDSPAWN	PENDING	377,130	5/28/99	Chemicals used in industry, science and photography, as well as in agriculture, horticulture and forestry; unprocessed plastics; manure; fire extinguishing compositions; tempering and soldering preparations; chemical substances for preserving foodstuffs; tanning substances; adhesives used in industry.	Vlasic Farms, Inc.
65512-0004	US	RESTAURANT STYLE GRILLERS SAUTE MEDLEY MUSHROOMS MAKE ORDINARY MEALS SPECIAL	PENDING	75701,418	5/10/99	Mushrooms	Vlasic Farms, Inc.
65512-0005	US	MUSHROOMS	PENDING	75701,419	5/10/99	Mushrooms	Vlasic Farms, Inc.
65512-0006	US	MUSHROOMS	PENDING	75701,417	5/10/99	Mushrooms	Vlasic Farms, Inc.
65512-0007	US	MUSHROOM MANIA	PENDING	75701,414	5/10/99	Mushrooms	Vlasic Farms, Inc.
65512-0008	US	MUSHROOM MADNESS	PENDING	75701,415	5/10/99	Mushrooms	Vlasic Farms, Inc.
65512-0009	US	BEEFSTEAK	PENDING	75701,416	5/10/99	Mushrooms	Vlasic Farms, Inc.
65512-0010	Australia	FULL HOUSE & DESIGN	PENDING	756183	3/2/98	Mushrooms; mushroom spawn; and supplement for growing mushrooms	Campbell Soup Company (assigned to Vlasic Farms, Inc. 10/27/99 - not recorded yet)
65512-0011	India	FULL HOUSE	PENDING	763681	7/1/97	Mushroom spawn in its vegetative state, and mushroom casing spawn in its vegetative state	Campbell's Fresh, Inc. (assigned to Vlasic Farms, Inc. - not recorded yet)



SCHEDULE TO TRADEMARK SECURITY AGREEMENT

VLASIC "MUSHROOM" MARKS - TO BE TRANSFERRED TO Buyer

63512-0012	India	FULL HOUSE	PENDING	763682	7/1/97	Mushroom and compost supplement, namely, nutrient additive mixture used in growth of mushrooms	Campbell's Fresh, Inc. (assigned to Vlasic Farms, Inc. - not recorded yet)
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