

Form PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies):
 Pet Inc.
 200 South 6th Street,
 Minneapolis, MN 55402

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other _____

2. Name and address of receiving party(ies):
 International Multifoods Corporation
 110 Cheshire Lane
 Suite 300
 Minnetonka, Minnesota 55305

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 8, 2001

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)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

<p>A. Trademark Application No(s). and description</p> <p>78/083,819 - PET COOLIE</p>	<p>B. Trademark Registration No(s). and description</p> <p>084,999 - PET (Stylized) 724,885 - PET & DESIGN 724,882 - PET & DESIGN 854,748 - SEGO 084,441 - SEGO & DESIGN</p>
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5. Name and address of party to whom correspondence concerning document should be mailed:

Colleen M. Sarenpa
 FAEGRE & BENSON LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901
 612/766-6822

6. Total number of applications and registrations involved 6

7. Total fee (37 CFR 3.41)..... \$165.00

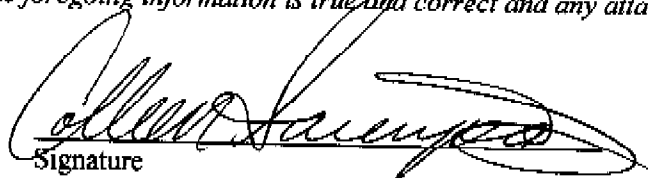
Authorized to be charged to deposit account

8. Deposit Account number: 06-0029

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.

Colleen M. Sarenpa
 Senior Trademark Specialist
 Name of person signing



Signature

November 28, 2001
 Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
 Director - U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

TRADEMARK

PET INC. OMNIBUS TRADEMARK ASSIGNMENT

This Pet Inc. Omnibus Trademark Assignment (this "Assignment") is made effective as of the 13th day of November, 2001 by Pet, Inc., a corporation duly organized and existing under the laws of Delaware, having a place of business at 200 South 6th Street, Minneapolis, Minnesota 55402, ("Assignor").

WHEREAS, Assignor is the owner of the trademarks identified on the attached Schedule A (the "Assigned Trademarks");

WHEREAS, General Mills, Inc., The Pillsbury Company ("Pillsbury") and International Multifoods Corporation, a Delaware corporation having a principal place of business at 110 Cheshire Lane, Suite 300, Minnetonka, Minnesota 55305 (hereinafter referenced as "Assignee") have executed an Amended and Restated Asset Purchase and Sale Agreement dated October 24, 2001 (the "Asset Purchase Agreement") wherein, among other things, Assignee purchased certain retail product lines from Pillsbury; and

WHEREAS, the Asset Purchase Agreement requires Pillsbury to, directly or indirectly, assign the Assigned Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee all right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized thereby, the registrations identified on Schedule A, the applications, renewals and other rights associated therewith and all remedies against infringements, violations and dilutions thereof.

IN WITNESS WHEREOF, Assignor and Pillsbury have caused this Assignment to be duly executed as of the date first above written.

PET, INC

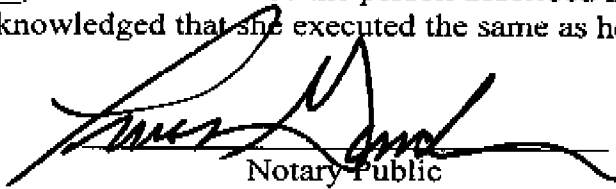
By: *Ernest M. Harper, Jr.*
Name: Ernest M. Harper, Jr.
Title: Vice President

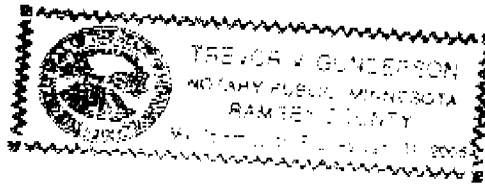
THE PILLSBURY COMPANY

By: *Ernest M. Harper, Jr.*
Name: Ernest M. Harper, Jr.
Title: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 8th day of November, 2001, before me, a Notary Public within and for said County, personally appeared Ernest M. Harper, Jr., to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.


Notary Public



SCHEDULE A

Trademark	Status	Registration Number	Registration Date	Territory
PET (Stylized) *	Registered	84,999	16-Jan-12	U.S.
PET & Mouse Design*	Registered	724,885	5-Dec-61	U.S.
PET & Mule Design*	Registered	724,882	5-Dec-61	U.S.
PET COOLIE*	Pending	App. No. 78/083,819	Filing Date 13-Sep-01	U.S.
SEGO	Registered	854,748	13-Aug-68	U.S.
SEGO & Design	Registered	84,441	12-Dec-11	U.S.

*Assignee, on behalf of itself, its successors and assigns, agrees, so long as Pillsbury is subject to the Van De Kamp Agreement (as defined in the Asset Purchase Agreement), that it will not at any time use the "Pet" trademark in the United States in connection with the manufacture, distribution or sale of frozen cobbler pies, frozen Kosher pie crusts, frozen cream pies or frozen whipped toppings.

Foreign Trademarks

SEGO	Registered	5660	04-Sep-67	Bermuda
SEGO	Registered	17482	29-Feb-72	Puerto Rico

The Assigned Trademarks shall further include any plain type, stylized or logo versions of any of the items set forth above, and any common-law rights and state and foreign applications and registrations (to the extent not already listed) for any of the foregoing and any trade dress associated with the Other Products (as defined in the Asset Purchase Agreement) (but not including any portion of such trade dress which depicts any products other than the Assigned Trade Dress Products (as defined in the Asset Purchase Agreement) or the Other Products, the mark Pillsbury (or a design version thereof, including the Barrelhead logo), the Doughboy mark or any other trademark other than the items listed in this Schedule A or listed in the Pillsbury Omnibus Trademark Assignment (as defined in the Asset Purchase Agreement) or those Pet-related marks listed in the General Mills Omnibus Trademark Assignment (as defined in the Asset Purchase Agreement)).