



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings =>=>=>

RECC

102072110

TRADEMARKS ONLY

DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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

2-26-02

1. Name of conveying party(ies):

Premium Brands Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State: federal Canadian
- 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 2, 2001

2. Name and address of receiving party(ies)

Name: The Toronto-Dominion Bank

Internal
Address: 38th Floor

Street Address: 66 Wellington St. W.

City: Toronto, State: Ontario, Canada Zip: M5K 1A2

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Commercial Bank

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)
75/912,012; 75/923,753; 75/178,990

B. Trademark Registration No.(s)
1,324,845; 2,448,747; 2,545,635

Additional number(s) attached Yes No

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

Name: Brent D. Sanders, Esq.

Internal Address: Perkins Coie LLP
40th Floor

Street Address: 1201 Third Avenue

City: Seattle State: WA Zip: 98101-3099

6. Total number of applications and registrations involved 6

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

- Enclosed
- Authorized to be charged to deposit amount

8. Deposit account number:

500665

(Attach duplicate copy of this page if paying by deposit account)

105 E

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

Brent D. Sanders

February 7, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents:

9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademark, Box Assignments
Washington, D.C. 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

DESIGNATION OF DOMESTIC REPRESENTATIVE

The Toronto-Dominion Bank, 66 Wellington Street West, 38th Floor, Toronto, Ontario, Canada M5K 1A2, Assignee under the Agreement by and between Premium Brands, Inc., and The Toronto-Dominion Bank, dated November 2, 2001, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any registration resulting therefrom, declares as follows:

1. I am the Vice President, Loan Syndications - Agency of Assignee corporation, and I am authorized to execute this declaration on its behalf.
2. Assignee withdraws all prior designations and designates Lawco of Washington, Inc., 1201 Third Avenue, 40th Floor, Seattle, Washington 98101-3099, as its domestic representative upon whom may be served notices or process in proceedings affecting this mark.

All statements made of my own knowledge are true and statements made on information and belief are believed to be true.

EXECUTED at Toronto, Ontario, Canada, on Januray 15,2002.

THE TORONTO-DOMINION BANK

By: 

Name: Michael A. Freeman

Title: Vice President, Loan Syndications - Agency

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) ("Agreement"), dated as of Nov. 2, 2001, is between PREMIUM BRANDS INC., a federal Canadian corporation ("Grantor"), and THE TORONTO-DOMINION BANK, in its capacity as agent for and representative of (in such capacity herein called "Secured Party") the financial institutions ("Lenders") from time to time listed as lenders in the signature pages to the Credit Agreement (as hereinafter defined).

WITNESSETH

WHEREAS, pursuant to a Credit Agreement dated as of July 13, 2001 (together with all amendments and other modifications, if any, from time to time thereafter made thereto and any replacements thereof, the "Credit Agreement"), between Grantor and Lenders, Lenders have committed to extend certain credit facilities to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor has executed and delivered to Secured Party a Debenture and a Debenture Delivery Agreement, each dated as of July 13, 2001 (collectively, together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial extensions of credit under the Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make the extensions of credit to Grantor pursuant to the Credit Agreement, Grantor agrees with Secured Party as follows:

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 Debenture Delivery Agreement comprised in the Security Agreement.

2. Grant of Security Interest

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, Grantor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security interest in, for

its benefit and the benefit of each Lender, 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; and all common law rights thereto, 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 Attachment I hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment I 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), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor 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 Attachment I hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Security Agreement

This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party 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 Secured Party for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest

Upon payment in full of all Secured Obligations and the termination of all of Lenders' commitments under the Credit Agreement, Secured Party shall, at Grantor's expense, execute

and deliver to Grantor 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.

5. Acknowledgment

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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.

6. Loan Document, Etc.

This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

7. 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.

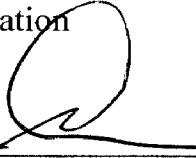
8. References to Corporations, Secured Party, Lenders

Each reference in this Agreement to any body corporate (including Grantor, Secured Party and Lenders) shall be construed so as to include such body corporate and its successors, both immediate and derivative, to the extent the context so admits. Each reference to Secured Party shall include any assignee of or successor to the rights of Secured Party. Each reference to Lenders shall also include any permitted assignees of all or any part of any Lender's Commitment under the Credit Agreement from time to time.

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.

GRANTOR:

PREMIUM BRANDS INC., a federal Canadian corporation

By 
Name: Will Kalutycz
Title: Chief Financial Officer

Notice Address:

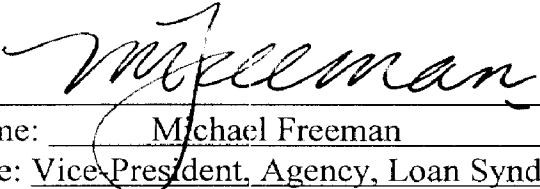
7720 Alderbridge Way, Richmond, B.C. V6X 2A2

Attention: Chief Financial Officer

Facsimile: (604) 656-3157

SECURED PARTY:

THE TORONTO-DOMINION BANK, in its capacity as Agent for Lenders

By 
Name: Michael Freeman
Title: Vice-President, Agency, Loan Syndications

Notice Address:

66 Wellington Street West, 38th Floor, Toronto,
Ontario M5K 1A2

Attention: Vice-President, Loan Syndications-Agency

Facsimile: (416) 982-5535

PROVINCE OF BRITISH COLUMBIA)
CITY OF VANCOUVER)

I certify that I know or have satisfactory evidence that Will Kalutycz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as Chief Financial Officer of PREMIUM BRANDS INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 02, 2001.



Notary Public for British Columbia

RICHARD G.J. McDERBY

Barrister & Solicitor

FRASER MILNER CASGRAIN LLP

1500 - 1040 West Georgia Street

Vancouver, B.C. V6E 4H8

Telephone (604) 687-4460

(Printed or Stamped Name of Notary)

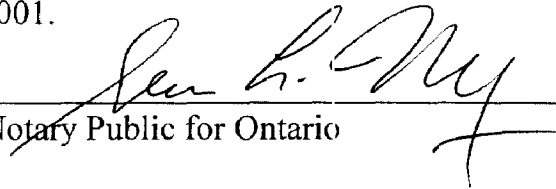
Residing at Vancouver, B.C.

My appointment expires: Unlimited as to time

PROVINCE OF BRITISH COLUMBIA)
CITY OF VANCOUVER)

I certify that I know or have satisfactory evidence that Michael Freeman is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as Vice-President, Agency, Loan Syndications, of THE TORONTO-DOMINION BANK, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 20, 2001.



Notary Public for Ontario

(Printed or Stamped Name of Notary)
Residing at Toronto, Ontario.
My appointment expires: Unlimited as to time

**ATTACHMENT 1
TO AGREEMENT (TRADEMARK)
BETWEEN
PREMIUM BRANDS INC., AS DEBTOR,
AND
THE TORONTO-DOMINION BANK IN ITS CAPACITY AS AGENT FOR
AND REPRESENTATIVE OF CERTAIN FINANCIAL INSTITUTIONS,
AS SECURED PARTY**

73-437395	1324845	FLETCHER'S	REGISTERED
75-912012		FLETCHER'S CERTIFIED TENDER	PENDING
75-769214		FLETCHER'S FINE FOODS SINCE 1917	PENDING
75-637660		FLETCHER'S FINE FOODS SINCE 1917	PENDING
75-923753		GOODLIFE	PENDING
75-178990		HIGH HEALTH	PENDING