



Tab settings *2702*

102033487

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

1. Name of conveying party(ies): 3-27-02
International Multifoods Corporation

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

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

2. Name and address of receiving party(ies):
Name: **Canadian Imperial Bank of Commerce, as Collateral Agent**
Internal Address: _____
Street Address: 425 Lexington Avenue
City: New York State: NY ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Canadian-chartered bank acting through New York agent

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

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

Execution Date: November 13, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
78/070,899 and 78/070,895

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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

Name: Alison Winick, Esq.
Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$65.00
 Enclosed
 Authorized to be charged to credit card

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Alison Winick, Esq. *[Signature]* 3-25-02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 8

03/28/2002 GT0N11 00000045 78070899
01 FC:481 40.00 OP
02 FC:482 25.00 OP

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

TRADEMARK
REEL: 002469 FRAME: 0414

GRANT OF SECURITY
INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 13, 2001 is made by INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation (the "U.S. Borrower"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, both of which are defined below.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 28, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the U.S. Borrower, ROBIN HOOD MULTIFOODS INC., a corporation organized under the laws of the Province of Ontario and a Subsidiary of the U.S. Borrower (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), the banks and other financial institutions from time to time parties thereto (the "Lenders"), Rabobank International, as Documentation Agent, U.S. Bank National Association and UBS Warburg LLC, as Syndication Agents, and Canadian Imperial Bank of Commerce, as administrative agent for the U.S. Lenders (in such capacity, the "U.S. Administrative Agent") and as administrative agent for the Canadian Lenders (in such capacity, the "Canadian Administrative Agent"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and the Subsidiary Guarantors have executed and delivered the U.S. Guarantee and Collateral Agreement, dated as of November 13, 2001, made by each of the signatories thereto in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "U.S. Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the U.S. Borrower and the U.S. Subsidiary Guarantors pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, pursuant to the Amended and Restated Asset Purchase and Sale Agreement, by and among, General Mills, Inc., The Pillsbury Company and the U.S. Borrower dated as of October 24, 2001, the U.S. Borrower has purchased from The Pillsbury Company and General Mills, Inc., their right, title and interest in and to certain assets, including certain Trademarks; and

WHEREAS, the U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, U.S. Borrower agrees, for the benefit of the Collateral Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. U.S. Borrower hereby pledges and grants a continuing security interest in the Trademarks listed on Schedule A hereto, to the Collateral Agent for the benefit of the Collateral Agent and the Lenders to secure payment, performance and observance of the Secured Obligations.

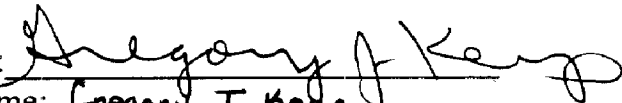
SECTION 3. Purpose. This Agreement has been executed and delivered by U.S. Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the U.S. Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The U.S. Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. U.S. Borrower hereby further acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the U.S. Guarantee and Collateral 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

INTERNATIONAL MULTIFOODS CORPORATION

By: 
Name: *Gregory J. Keap*
Title: *Vice President and Treasurer*

CANADIAN IMPERIAL BANK OF COMMERCE
as Collateral Agent for the Secured Parties

By: _____
Name:
Title:

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.

INTERNATIONAL MULTIFOODS CORPORATION

By: _____
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE
as Collateral Agent for the Secured Parties

By: 
Name: **Katherine Bass**
Title: **Executive Director**
CIBC World Markets Corp. As Agent

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On the 5th day of March , 2002, before me personally came Gregory J. Keup, who is personally known to me to be the V.P. and Treasurer of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the V.P. and Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

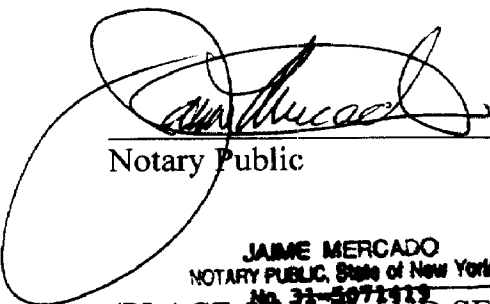


Denise M. Kuntz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF NY)

On the 21st day of March, 2002, before me personally came Katherine Bass, who is personally known to me to be the Executive Director of CANADIAN IMPERIAL BANK OF COMMERCE; who, being duly sworn, did depose and say that she/he is the Executive Director in such bank, the bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the [Board of Directors] of such bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.



Notary Public

JAI ME MERCADO
NOTARY PUBLIC, State of New York
No. 33-5071419
(PLACE SEAL AND SIGNATURE SEAL ABOVE)
Commission Expires March 24, 2009 ③

SCHEDULE A

TITLE	STATUS	APP. NO.	OWNER/ ASSIGNEE
EASY MASH	Pending	78/070,899	International Multifoods Corporation
EZ MASH	Pending	78/070,895	International Multifoods Corporation

015571-0348-02990-NY03.2153377.1

RECORDED: 03/27/2002

**TRADEMARK
REEL: 002469 FRAME: 0421**