

04-23-2002



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Form PTO-1594

(Rev. 03/01)

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

Tab settings

RECORDATION TRADE

DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

U.S. Mills, Inc.

4-8-02

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

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

2. Name and address of receiving party(ies)

Name: Boston Private Bank and Trust Company,
Internal Address: Individually and as agent for itself and
Address: Boston Federal Savings Bank

Street Address: Ten Post Office Square

City: Boston State: MA Zip: 02109

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

3. Nature of conveyance:

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

Execution Date: March 29, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 0969721
1286245

Additional number(s) attached Yes No

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

Name: Erika Stein Rosenhagen

Internal Address:

Street Address: Rackemann, Sawyer & Brewster
One Financial Center

City: Boston State: MA Zip: 02111

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41): \$ 790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by 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.

Erika Stein Rosenhagen, Esq.

Name of Person Signing

Erika Stein Rosenhagen
Signature

4/1/02
Date

Total number of pages including cover sheet, attachments, and document: 9

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

TRADEMARK

REEL: 002488 FRAME: 0716

0000049-0965721
4000 OP
750.00 OP
LWELLER
FD: 481
FC: 482

Continuation of Item 4
U.S. Mills, Inc., conveying party

REGISTRATION NUMBER	MARK
0969721	EREWHON
1286245	FRUITEEOS
1333448	EREWHON
1333486	EREWHON
1346529	EREWHON
1421349	BARLEY PLUS
1427655	OATIOS
1459416	FRUIT-E-O'S
1470855	NEW MORNING
1536604	AZTEC
1656951	RIGHT START
1665522	APPLE STROODLES
1680526	OUR GREAT TASTE COMES NATURALLY
1694682	EREWHON
1701981	EREWHON
1729653	U.S. MILLS
1756201	BANANA O'S
1849521	GALAXY GRAHAMS
1878790	UNCLE SAM
1898243	FARINA CREAMY HOT WHEAT CEREAL
1926613	FARINA MILLS
2018382	RICE TWICE
2214924	CORNFETTI
2040225	WAFFLERS
2219627	COCOMOTION
2250441	OATS PLUS
2239851	U.S. MILLS NATURALS

SERIAL NUMBER	MARK
76/061269	SUPER-O'S
76/061269	NEW MORNING
76/197772	MOCHA CRISP
76/285553	ULTIMATE OAT BRAN

TRADEMARK COLLATERAL ASSIGNMENT

This TRADEMARK COLLATERAL ASSIGNMENT dated as of March 29, 2002 (this "Assignment") is made by U.S. Mills, Inc. (the "Borrower"), a Delaware corporation, with its principal place of business at 200 Reservoir Street, Needham, Massachusetts 02494 to, and in favor of, Boston Private Bank & Trust Company ("BPBTC"), individually and as agent for itself and Boston Federal Savings Bank ("BFSB"), with its principal place of business at Ten Post Office Square, Boston, Massachusetts 02109 (together, BPBTC and BFSB are referred to as the "Banks"), pursuant to the Security Agreement (as defined in that certain Loan Facilities Agreement (the "Loan Agreement") dated as of the date hereof by and among the Borrower and the Banks), which Security Agreement secures the payment and performance of the Obligations of the Borrower. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

1. Grant of Security Interest; Assignment. To secure the payment and performance of the Obligations, the Borrower hereby grants a continuing security interest in, and assigns effective upon demand made upon the occurrence of an Event of Default (as defined in the Loan Agreement), to the Banks, and their successors and assigns, the items set forth below in this Section 1 (hereinafter collectively referred to as the "Assigned Material"):

1.1. All of the right, title and interest of the Borrower in and to all trademark registrations (collectively, the "Registrations") all trademark applications (collectively, the "Applications"), and all common law marks ("Common Law Marks"), now owned or hereafter acquired by the Borrower. Such registrations, applications, filings and common law marks shall include without limitation, all existing United States and foreign registrations of the Borrower described in Schedule A attached hereto, all existing United States and foreign applications for registration of the Borrower, and all material common law marks described in Schedule A attached hereto;

1.2. The goodwill of the business of the Borrower symbolized by each of the trademarks that are the subject of the Registrations and the Applications, including the business associated with marks of intent-to-use applications, the goodwill of the business symbolized by the common law marks, and the goodwill of the business of the Borrower symbolized by any trademark that may in the future be added to Schedule A as a Registration or Application, including the business associated with marks of intent-to-use applications, or Common Law Marks (all such present or future Registrations, Applications or Common Law Marks being also referred to herein as the "Trademarks"); and

1.3. All right, title and interest of the Borrower in and to any cause of action that has heretofore arisen or that may arise with respect to non-consensual use or infringement of the Registrations, Applications, and/or Common Law Marks.

2. Power of Attorney; Further Assurances.

2.1. The Borrower hereby constitutes and appoints BPBTC, as Agent under the Loan Agreement, its attorney-in-fact for the purpose of carrying out the assignment referred to in Section 1 above. Effective upon demand made upon an Event of Default, the Agent shall be authorized to take any action and execute any instrument on behalf of and in the name of the Borrower which the Banks may deem necessary or advisable to accomplish such assignment, which appointment is irrevocable and coupled with an interest.

2.2. The Borrower shall execute, or use its best efforts at its expense to have executed, any further document as may be reasonably requested by the Banks in order to fully effectuate the assignment referred to in Section 1 above; provided that the Borrower need not take any actions that would effect an absolute assignment of the Assigned Material to the Banks prior to demand made upon the occurrence of an Event of Default.

3. Default. Upon an Event of Default the Banks shall have in addition to all other rights and remedies granted by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in any of the jurisdictions in which the Trademarks hereby assigned may be located. Without limiting the generality of the foregoing, upon the occurrence and continuance of an Event of Default, the Banks may sell at public or private sale or otherwise realize upon, in Boston, Massachusetts or elsewhere, all or from time to time any of the Trademarks, or any interest which the Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all reasonable expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Borrower. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Banks may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released.

4. Covenants.

4.1. The Borrower agrees: (a) not to abandon any of its rights relating to the Assigned Material (except for the Registrations marked by an asterisk on Schedule A) for the term of this Assignment, without first providing to the Banks written notice of the intent to abandon and providing the Banks with the opportunity to object within ten (10) days of the receipt of such notice; (b) to file a federal trademark application for each mark used and/or elected to be used by the Borrower, other than for those marks that (i) are the subject of an existing federal registration or application, or (ii) have de minimis commercial value (unless reasonably requested by the Banks); and (c) the Borrower agrees to grant the Banks or Banks' attorneys the necessary powers of attorney and otherwise to cooperate with the Banks or such

attorneys to enable the Banks to pursue such applications at the Borrower's expense if the Borrower fails or elects not to do so.

4.2. To permit Banks, in the event the Borrower does not take such action required to maintain its rights in the registrations, applications and filings, to take such action (including, but not limited to, bringing any action, suit or proceeding that Banks deem advisable to defend, protect or enforce such rights) on their own behalf and on behalf of the Borrower; provided, however, if Banks take action to maintain the Registrations and/or Applications, the Borrower shall reimburse Banks for reasonable expenses so incurred.

4.3. The Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not assign any interest in the Trademarks to any third party (except to the Banks as provided in this Assignment) and will not enter into any agreement which is inconsistent with the Borrower's obligations under this Assignment, except for non-exclusive licenses containing obligations with respect to standards of quality consistent with those maintained by the Borrower as of the date of this Assignment, without the Banks' prior written consent.

4.4. If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new Registrations and Applications, the provisions of Section 1 shall automatically apply thereto and the marks shall be automatically considered part of Schedule A.

4.5. The Borrower has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of the Trademarks.

4.6. The Borrower will maintain for the duration of this Assignment, consistent standards of quality in its manufacture of products and rendering of services sold under the Trademarks.

4.7. The Borrower hereby grants to Banks and their employees and agents the right to visit the Borrower's facilities that produce, manufacture, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours except, in the event of an emergency, then at any time.

4.8. Subject to the qualifications set forth in Sections 4.1 and 4.2 the Borrower shall file any and all instruments and documents necessary to maintain the validity of the Registrations, including, but not limited to, Renewal Applications.

4.9. The Borrower shall do any and all acts required by Banks to ensure the Borrower's compliance with this Section 4.

5. Indemnification. The Borrower agrees to indemnify and hold harmless the Banks and the Agent against any claim, loss or liability with respect to a third party incurred by the Banks and the Agent as assignee of the Registrations and Applications assigned hereby resulting

from any use by the Borrower, or any of its sublicensees, of goods or services, products or processes, as the case may be, covered by the Registrations and Applications assigned hereunder.

6. Representations and Warranties of Title. The Borrower warrants that:

6.1. The Borrower has the unqualified right to enter into this Assignment and perform its terms.

6.2 Other than the trademarks and service marks listed in Schedule A, the Borrower knows of no other trademarks and/or service marks in which the Borrower has any rights.

7. Miscellaneous.

7.1. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument.

7.2. No course of dealing between the Borrower and Banks, nor any failure to exercise, nor any delay in exercising, on the part of Banks, any right, power or privilege hereunder, under the Loan Agreement, or any of the Security Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7.3. All of Banks' rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement, or by any of the Security Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

7.4. If any clause or provision of this Assignment shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

7.5. This Assignment is subject to modification only by a writing signed by the parties.

7.6. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


7.7. The validity and interpretation of this Assignment and the rights and obligations of the parties hereto shall be governed by the laws of the Commonwealth of Massachusetts and applicable Federal trademark law.

7.8. All notices, instruments and documents to be delivered hereunder shall be delivered to the parties in accordance with the notice provisions set forth in the Security Agreement.

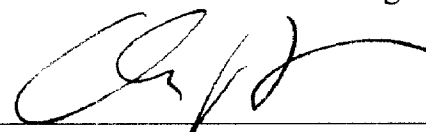
7.9. At such time as there shall exist no continuing liabilities of the Borrower with respect to the Obligations, this Assignment shall terminate and, upon written request from the Borrower to the Banks, the Banks shall execute and deliver to the Borrower all documents and instruments which are necessary to document the termination of this Assignment.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer as of the date first above written.

U.S. MILLS INC.

By: 
Name: Charles T. Verde
Title: President

BOSTON PRIVATE BANK & TRUST
COMPANY, individually and as Agent for
itself and for Boston Federal Savings Bank

By: 
Name: DAVID A. BOURRET
Title: Sr. V.P.

Schedule A

**U.S. MILLS, INC.
U.S. TRADEMARK REGISTRATIONS/APPLICATIONS**

MARK	REG. NO./(SERIAL NO.)
EREWHON	969721 *-partial list of interest
FRUITEEOS	1286245 *
EREWHON	1333448 *
EREWHON	1333486 *-partial list of interest
EREWHON	1346529 *
BARLEY PLUS	1421349
OATIOS	1427655 *
FRUIT-E-O'S	1459416 *
NEW MORNING	1470855
AZTEC	1536604
RIGHT START	1656951 *
APPLE STROODLES	1665522 *
OUR GREAT TASTE COMES NATURALLY	1680526
EREWHON	1694682 *-partial list of interest
EREWHON	1701981 *-partial list of interest
U.S. MILLS	1729653
BANANA O'S	1756201 *
GALAXY GRAHAMS	1849521 *
UNCLE SAM	1878790
FARINA CREAMY HOT WHEAT CEREAL	1898243
FARINA MILLS	1926613
RICE TWICE	2018382
CORNFETTI	2214924
WAFFLERS	2040225
COCOMOTION	2219627
OATS PLUS	2250441 *
U.S. MILLS NATURALS	2239851 *
SUPER-O'S	(76/061269) *
NEW MORNING	(76/061269)
MOCHA CRISP	(76/197772) *
ULTIMATE OAT BRAN	(76/285553) *

**U.S. MILLS, INC.
FOREIGN TRADEMARK REGISTRATIONS/APPLICATIONS**

COUNTRY	MARK	REG. NO./(APPL. NO.)
BENELUX	EREWON	406592 *
CANADA	EREWON	196171 *
CANADA	BARLEY PLUS	342655 *
CANADA	AZTEC	378194 *
CANADA	SUPERO'S	411642 *
CANADA	POPPETS	(668458) *
CANADA	APPLE STROODLES	405271 *
CANADA	UNCLE SAM	444812 *
CANADA	RICE TWICE	479120 *
CANADA	CORNFETTI	482797 *
CANADA	U.S. MILLS NATURALS	523560 *
CANADA	WAFFLERS	479084 *
CANADA	COCOMOTION	500478 *
CANADA	OATS PLUS	531177 *
CTM	EREWON	1652502 *
CTM	U.S. MILLS	357319 *
CTM	CORNFETTI	398370 *
CTM	U.S. MILLS NATURALS	(78808) *
FRANCE	EREWON	1296161 *
GERMANY	EREWON	1099476 *
GERMANY	EREWON	1030456 *
GERMANY	EREWON	1030458 *
GERMANY	EREWON	1030457 *
GERMANY	EREWON	1030459 *
ISRAEL	CORNFETTI	108186 *
JAPAN	EREWON	(16289/92) *
JAPAN	EREWON	2667571 *
JAPAN	UNCLE SAM	4011921 *
JORDAN	UNCLE SAM	6032 *
LEBANON	UNCLE SAM	(559/279483) *
MEXICO	UNCLE SAM	(206490) *
SAUDI ARABIA	UNCLE SAM	385/69 *
SWITZERLAND	U.S. MILLS	(06652/1996) *
SWITZERLAND	CORNFETTI	446865 *
SWITZERLAND	U.S. MILLS NATURALS	(06653/1996) *
SWITZERLAND	US MILLS NATURALS CORNFETTI	451245 *