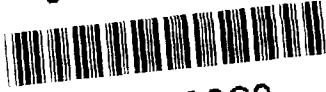


04-24-2002



102066068

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): USM Acquisition Corp. 3-21-02</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-Massachusetts <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Corrective Assignment to correct the nature of conveyance; change from Merger to Security Agreement</p> <p>Execution Date: August 25, 1999</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Interbank Funding Corp. Internal Address: Street Address: 1733 Connecticut Avenue, N.W. Washington, D.C. 20009</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-Delaware _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> yes <input type="checkbox"/> no (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--	--

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) SEE ATTACHED SCHEDULE A AT REEL AND FRAME NO. 002284/0881</p> <p>1680526</p>	<p>B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A AT REEL AND FRAME NO. 002284/0881</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	---

<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Douglas R. Wolf Address: WOLF, GREENFIELD & SACKS, P.C. Federal Reserve Plaza 600 Atlantic Avenue Boston, MA 02210</p>	<p>6. Total number of applications and registrations involved:..... [26]</p> <p>405</p> <p>7. Total fee (37 CFR 3.41).....\$ 665.00 <input checked="" type="checkbox"/> Enclosed</p>
--	--

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.

Douglas R. Wolf *[Signature]* **March 21, 2002**
Name Signature Date

Total number of pages including cover sheet, attachments, and document: [22]

Mail documents to be recorded with required cover sheet information to:

Box Assignment

Commissioner of Patents and Trademarks
Washington, D.C. 20231

TRADEMARK
REEL: 002492 FRAME: 0265

Schedule A

Applications for Registrations for U.S. and Foreign Trademarks or Service

Trademark	Serial/Registration Number	Filing Date	Int'l Class
OUR GREAT TASTE COMES NATURALLY	1680526	3/22/91	30
WAFFLERS	2040225	1/25/96	30
RICE TWICE	2018382	4/7/95	30
EREWHON & Design	1694682	3/22/91	30
EREWHON	1701981	3/1/91	30
EREWHON & Design	1346529	5/21/84	29
EREWHON & Design	1333448	5/21/84	29
EREWHON & Design	1333486	5/21/84	29
EREWHON	0969721	7/3/72	46
UNCLE SAM	1878790	2/8/94	30
AZTEC	1536604	8/8/88	30
APPLE STROODLES	1665522	5/15/90	30
RIGHT START	75193951	11/6/96	30
U.S. MILLS	1729653	6/21/91	30
BARLEY PLUS	1421349	6/2/86	30
BANANA O'S	1756201	2/5/92	30
GALAXY GRAHAMS	1849521	2/3/93	30
CORNFETTI	2214924	12/7/93	30
COCOMOTION	2219627	4/17/97	30
RIGHT START	75193951	11/6/96	30
U.S. MILLS NATURALS	75040683	1/5/96	29,30
SUPER-O'S	75055307	2/8/96	30
MOCHA CRISP	75142611	7/31/95	30
CHERRY JUBILEE	75180109	10/11/96	30
OATS PLUS	75335197	9/11/97	30
POPPETS	74053035	4/26/90	30

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 TRADEMARK
 REEL: 002284 FRAME: 0881

TRADEMARK
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Tab settings => =>

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):
 USM Acquisition Corp.
 200 Reservoir Street
 Needham, MA 02494

4.13.01

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

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

Name and address of receiving party(ies):
 Name: Interbank Funding Corp.
 Internal Address: _____
 Street Address: 1733 Connecticut Avenue, N.W.
 City: Wash. D.C. State: DC ZIP: 20009

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

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

Execution Date: August 25, 1999

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(s)
SEE ATTACHED SCHEDULE A
04/26/2001 LMUELLER 00000118 1680526
 OF FC:481 40.00 OP
 OF FC:482 625.00 OP

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A
1680526

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____

 Street Address: 400 Seventh Avenue, N.W., Suite 101

 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41): 625.00
 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

Rafael Beaumont
 Name of Person Signing

Rafael Beaumont
 Signature

April 11, 2001
 Date

Total number of pages including coversheet, attachments and document: 20

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

TRADEMARK
 REEL: 002284 FRAME: 0880

TRADEMARK
 REEL: 002492 FRAME: 0267

The Commonwealth of Massachusetts

Examiner

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

081
052

ARTICLES OF *CONSOLIDATION/*MERGER (General Laws, Chapter 156B, Section 78)

*Consolidation / *merger of

USM Acquisition Corp.

and

U.S. Mills, Inc.

the constituent corporations, into

U.S. Mills, Inc.

*a new corporation / *one of the constituent corporations.

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of *consolidation / *merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 78, and will be kept as provided by Subsection (d) thereof. The *resulting / *surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the *consolidation / *merger determined pursuant to the agreement of *consolidation / *merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing:

3. (For a merger)

*The following amendments to the Articles of Organization of the surviving corporation have been effected pursuant to the agreement of merger:

None

C ---
P ---
M ---
R.A. ---

*Delete the inapplicable word **If there are no provisions state "None"
Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring each addition is clearly indicated

H
P.C.

TRADEMARK
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(For a consolidation)

) The purpose of the *resulting* corporation is to engage in the following business activities:

(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

** (c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.

** (d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:

** (e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

** If there are no provisions state "None".

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4. The information contained in Item 4 is not a permanent part of the Articles of Organization of the ~~resulting~~ / *surviving corporation.

(a) The street address of the ~~resulting~~ / *surviving corporation in Massachusetts is: (post office boxes are not acceptable)
200 Reservoir St., Needham, MA 02194

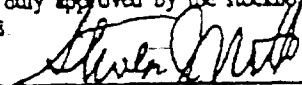
(b) The name, residential address, and post office address of each director and officer of the ~~resulting~~ / *surviving corporation is:

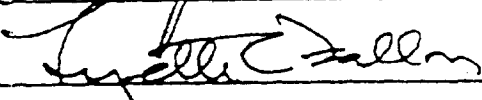
	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President	Charles T. Verde	69 Standish Cr., Wellesley, MA	
Treasurer	Charles T. Verde	69 Standish Cr., Wellesley, MA	
Clerk	Lynette C. Fallon	39 Goodhue St., S. Hamilton, MA 01982	
Directors:	Charles T. Verde	(same as above)	
	Steven J. Roth	192 East Emerson Rd., Lexington, MA 02420	
	Cynthia C. Davis	11 Tennyson Road, Wellesley, MA 02461	

(c) The fiscal year (i.e. tax year) of the ~~resulting~~ / *surviving corporation shall end on the last day of the month of:
December

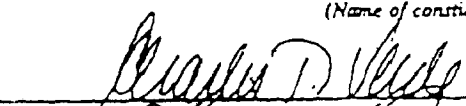
(d) The name and business address of the resident agent, if any, of the ~~resulting~~ / *surviving corporation is:
Not Applicable

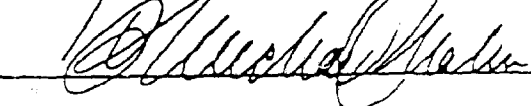
The undersigned officers of the several constituent corporations listed above further state under the penalties of perjury as to their respective corporations that the agreement of ~~consolidation~~ / *merger has been duly executed on behalf of such corporation and duly approved by the stockholders of such corporation in the manner required by General Laws, Chapter 156B, Section 78.


_____, *President / ~~Vice President~~


_____, *Clerk / ~~Assistant Clerk~~

of USM Acquisition Corp.
(Name of constituent corporation)


_____, *President / ~~Vice President~~


_____, *Clerk / ~~Assistant Clerk~~

of U.S. Mills, Inc.
(Name of constituent corporation)

*Delete the inapplicable words.

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THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF *CONSOLIDATION / *MERGER
(General Laws, Chapter 156B, Section 78)

I hereby approve the within Articles of *Consolidation / *Merger and
the filing fee in the amount of \$ 200.00 , having been paid.
said articles are deemed to have been filed with me this 25th
day of August , 19 99.

SECRETARY OF
THE COMMONWEALTH
99 AUG 25 PM 3:30

Effective date: _____

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Photocopy of document to be sent to:

Cynthia A. Hunt, Legal Assistant Coordinator
Palmer & Dodge LLP
One Beacon Street, Boston, MA 02108
Telephone: (617) 573-0193

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REEL: 002492 FRAME: 0271

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

U.S. MILLS, INC.

INTO

USM HOLDINGS, INC.

USM Holdings, Inc., a corporation organized and existing under the laws of Delaware,
DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 27th day of July, 1999, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporation owns all of the outstanding shares of the stock of U.S. Mills, Inc. a corporation incorporated on the 12th day of December, 1987, pursuant to the General Laws of the Commonwealth of Massachusetts.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board on the 22nd day of December, 2000, determined to merge into itself said U.S. Mills, Inc. ("Mills"):

WHEREAS: The Corporation owns all of the outstanding voting common stock of U.S. Mills, a Massachusetts corporation ("Mills");

WHEREAS: Section 253 of the General Corporations Law of the State of Delaware authorizes the merger of a wholly owned subsidiary with and into its parent corporation; and

WHEREAS: The Shareholders and Directors of the Corporation believe it is advisable and in the best interests of the Corporation that Mills be merged with and into the Corporation.

NOW, THEREFORE, be it

RESOLVED: That the merger of the Corporation and Mills is hereby approved.

RESOLVED: That the Agreement of Merger (the "Agreement of Merger") providing for the merger of Mills with and into the Corporation, in substantially the form annexed as Exhibit A hereto, be and hereby is, authorized and approved in every respect,

and that the proper officers of the Corporation be, and they are hereby authorized, empowered and directed (i) to execute and deliver in the name and behalf of the Corporation, and, if requested, under its corporate seal or otherwise, the Agreement of Merger or any documents that may be necessary or appropriate to be delivered in connection therewith, with such changes thereto as may be approved by the officers executing the same, the execution thereof by said officers to be conclusive evidence of such approval, and (ii) to consummate the transaction contemplated by the aforementioned documents and/or instruments.

FURTHER

RESOLVED: That the proper officer of the Corporation be and he or she is hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge with Mills and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger; and

FURTHER

RESOLVED: That the proper officers of the Corporation be, and they are hereby authorized, empowered and directed in the name and on behalf of the Corporation to execute, acknowledge, seal and file in the Office of the Secretary of State in the Commonwealth of Massachusetts the Articles of Merger, and to take any and all other actions and to execute, acknowledge, seal and file any and all instruments and documents deemed necessary or proper in connection therewith.

FURTHER

RESOLVED: That the officers of the Corporation be, and are hereby authorized, empowered and directed to take any and all actions and to execute and deliver any and all documents, certificates, instruments and agreements, in the name and on behalf of the Corporation, under its corporate seal or otherwise, and do any and all things they deem necessary or advisable to carry out the intent of the foregoing resolutions.

FURTHER


RESOLVED: That the Corporation change its corporate name by changing Article I of the Restated Certificate of Incorporation of USM Holdings, Inc. to read as follows:

FIRST. The name of the corporation is

U.S. Mills, Inc.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, said USM Holdings, Inc. has caused this Certificate to be signed by Steven J. Roth, its President and Chief Executive Officer, this 22nd day of December, 2000.



Steven J. Roth
President and Chief Executive Officer

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TRADEMARK
TRADEMARK
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TRADEMARK CONDITIONAL COLLATERAL ASSIGNMENT

This TRADEMARK CONDITIONAL COLLATERAL ASSIGNMENT dated as of August 25, 1999 (this "Assignment") between USM ACQUISITION CORP. ("the Borrower"), a Massachusetts corporation, with its principal place of business at 200 Reservoir Street, Needham, Massachusetts 02494 to INTERBANK FUNDING CORP., with its principal place of business at 1733 Connecticut, N.W., Washington DC 20009 (the "Lender"), pursuant to the Security Agreement (the "Security Agreement") dated as of the date hereof between the Borrower and the Lender to secure the payment and performance of the Secured Subordinated Term Note in the original principal amount of \$3,000,000 and a Secured Subordinated Revolving Credit Note in the original principal amount of \$900,000 (as amended, restated, increased, replaced or modified from time to time, the "Notes") made by the Borrower to the order of the Lender and in any of the Security Documents (as defined) (the "Obligations").

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 and during the continuance of an Event of Default (as defined in the Notes), to the Lender, and its successors and assigns, the items set forth below (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 based on actual use (collectively, the "Applications"), but specifically excluding all intent to use filings (the "Intent Filings") 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 which are based on actual use, 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, 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 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 the Lender 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 (as defined in the Security Agreement by and between

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TRADEMARK
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the Lender and the Borrower dated as of the date hereof), the Lender shall be authorized to take any action and execute any instrument on behalf of and in the name of the Borrower which the Lender 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 Lender in order to fully effectuate this Assignment; provided that the Borrower need not take any actions that would effect an absolute assignment of the Assigned Material to the Lender prior to demand made upon the occurrence and during the continuance of an Event of Default.

3. Default. Upon an Event of Default the Lender 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 Lender 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 Lender 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 the prior written consent of the Lender, (b) to file a federal trademark application for each mark used and/or elected to be used by the Borrower (other than those marks that are the subject of an existing federal registration or application) unless such filings would not be commercially reasonable, and (c) the Borrower agrees to grant the Lender or Lender's attorney the necessary powers of attorney and otherwise to cooperate with the Lender or such attorney to enable the Lender to pursue such applications at the Borrower's expense if the Borrower fails or elects not to do so.

4.2. To permit Lender, 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 Lender deems advisable to defend, protect or enforce such rights) on its own behalf and on behalf of the

Borrower; provided, however, if Lender takes action to maintain the Registrations and/or Applications, the Borrower shall reimburse Lender 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 Lender as provided in this Assignment and assignments to Sovereign Bank ("Sovereign") under the Borrower's loan agreements with Sovereign) 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 Lender's prior written consent.

4.4. If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new registrable trademarks and/or service marks, the provisions of Section 1 shall automatically apply thereto and the Borrower shall give to Lender prompt written notice thereof.

4.5. The Borrower authorizes the Lender to modify this Assignment by amending Schedule A to include any future registrations, applications and filings that become Registrations or Applications under Section 1. The Borrower agrees to give the Lender prompt written notice of any events requiring a modification of Schedule A.

4.6. 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.

4.7. 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.

4.8. The Borrower hereby grants to Lender and its 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.

4.9. 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.

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

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

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 Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under 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 Lender's rights and remedies with respect to the Trademarks, whether established hereby 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, except as provided in Section 4.5.

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 Notes.

7.9. "Security Documents" for the purpose of this Assignment shall mean the Security Agreement and this Assignment, each dated the date hereof between the Lender and the Borrower; and any and all other documents and agreements now or hereafter entered into as security for or in connection with the Notes as the same may be amended, restated, replaced, extended or modified from time to time.

7.10. All capitalized terms used in this Assignment which are not specifically defined herein shall have the definition set forth in the Notes.

7.11. At such time as there shall exist no continuing liability of the Borrower with respect to the Obligations, this Assignment shall terminate and the Lender shall execute and deliver to the Borrower all documents and instruments which are necessary to document the termination of this Assignment.

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REEL: 002284 FRAME: 0894

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REEL: 002492 FRAME: 0280

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.

USM ACQUISITION CORP.

By: 

Name: Steven J. Roth

Title: President

INTERBANK FUNDING CORP.

By: 

Title: ~~President~~

Name: Simon A. Herston

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TRADEMARK

REEL: 002492 FRAME: 0281

Schedule A

Registrations, Applications for Registrations for U.S. and Foreign Trademarks or Service Marks

Trademark	Serial/Registration Number	Filing Date	Int'l Class
OUR GREAT TASTE COMES NATURALLY	1680526	3/22/91	30
WAFFLERS	2040225	1/25/96	30
RICE TWICE	2018382	4/7/95	30
EREWHON & Design	1694682	3/22/91	30
EREWHON	1701981	3/1/91	30
EREWHON & Design	1346529	5/21/84	29
EREWHON & Design	1333448	5/21/84	29
EREWHON & Design	1333486	5/21/84	29
EREWHON	0969721	7/3/72	46
UNCLE SAM	1878790	2/8/94	30
AZTEC	1536604	8/8/88	30
APPLE STROODLES	1665522	5/15/90	30
RIGHT START	75193951	11/6/96	30
U.S. MILLS	1729653	6/21/91	30
BARLEY PLUS	1421349	6/2/86	30
BANANA O'S	1756201	2/5/92	30
GALAXY GRAHAMS	1849521	2/3/93	30
CORNFETTI	2214924	12/7/95	30
COCOMOTION	2219627	4/17/97	30
RIGHT START	75193951	11/6/96	30
U.S. MILLS NATURALS	75040683	1/5/96	29,30
SUPER-O'S	75055307	2/8/96	30
MOCHA CRISP	75142611	7/31/95	30
CHERRY JUBILEE	75180109	10/11/96	30
OATS PLUS	75335157	9/11/97	30
POPPPTS	74053033	4/26/90	30

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Trademark	Country	Registration/Serial Number	Date Filed
EREWON	Canada	TMA196171	1/2/73
EREWON	Germany	1099476	2/22/85
EREWON	Belgium	406592	1/15/85
EREWON	France	1296161	1/17/85
EREWON	Great Britain	1030456	6/5/74
EREWON	Great Britain	1030457	6/5/74
EREWON	Great Britain	1030458	6/5/74
EREWON	Great Britain	1030459	6/5/74
UNCLE SAM	Canada	TMA444812	7/21/94
UNCLE SAM	Jordan	6032	
UNCLE SAM	Saudi Arabia	385/69	
UNCLE SAM	Mexico	545881	
UNCLE SAM	Japan	4011921	
AZTEC	Canada	TMA378194	11/28/89
BARLEY PLUS	Canada	TMA342655	12/15/86
SUPER-O'S	Canada	TMA411642	11/28/89
APPLE STROODLES	Canada	TMA465271	4/17/91
RICE TWICE	Canada	TMA479120	5/15/96
WAFFLERS	Canada	TMA479084	5/17/96
CORNFETTI	Canada	TMA482797	11/25/96
CORNFETTI	Israel	108186	
CORNFETTI	Switzerland	446863	10/24/96
CORNFETTI	European Community	398370	10/22/96
U.S. MILLS CORNFETTI	Switzerland	451243	10/24/96
COCOMOTION	Canada	TMA500478	11/18/97
U.S. MILLS NATURALS	European Community	78808	4/1/96
UNCLE SAM	Lebanon	559/279483	10/26/94
U.S. MILLS	Switzerland	06652/1996	9/16/96
U.S. MILLS	European Community	357319	9/13/96
U.S. MILLS NATURALS	Canada	081299600	5/17/96
U.S. MILLS NATURALS	Switzerland	06653/1996	9/16/96
POPPETS	Canada	066845800	10/16/90
OATS PLUS	Canada	100160100	1/8/99

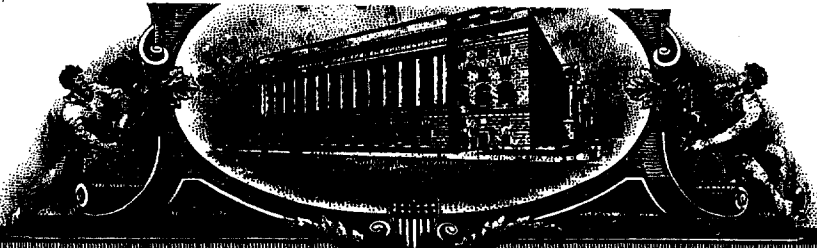
Common Law Trademarks

RECORDED: 11/01/1999

RECORDED: 04/13/2001

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 REEL: 002284 FRAME: 0897

TRADEMARK
 REEL: 002492 FRAME: 0283



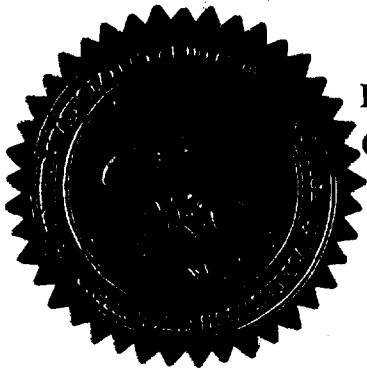
THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

March 18, 2002

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
April 13, 2001.**



**By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS**

**P. SWAIN
Certifying Officer**