

09-12-2002



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102219231

To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

1. Name of conveying party(ies):

The Toronto-Dominion Bank

9-9-02

- Individual(s)
- General Partnership
- Corporation
- Other Canadian bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination of security interest by Secured Party
- Merger
- Change of Name

Execution Date: June 28, 2002

2. Name and address of receiving party(ies):

Name: Fletcher's Fine Foods, Inc.

Internal Address: \_\_\_\_\_

Street Address: 18338 Andover Park W.

City: Tukwila State: WA Zip: 98188

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

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)

B. Trademark Registration No.(s)

See Schedule A attached hereto

Additional numbers attached?  Yes  No

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

Name: Paul Meier

Internal Address: Ryan, Swanson & Cleveland, PLLC

Street Address: 1201 Third Avenue, Suite 3400

City: Seattle State: WA Zip: 98101-3034

Total number of Registrations ..... Two (2)

7. Total fee (37 CFR 3.41)

- 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.

Paul Meier

Name of Person Signing

*Paul Meier*  
Signature

8/30/02  
Date

09/12/2002 LNUJELLER 00000083 1885108

01 FC:481 40.00 00  
02 FC:482 25.00 00

**SCHEDULE A**

**Fletcher's Fine Foods, Inc. Trademarks**

**Trademark**

**Registration Number**

TORINO

1885108

TORINO'S

2294526

**RELEASE OF SECURITY  
AND UNDERTAKING TO DISCHARGE**

June 28, 2002

**TO:** PREMIUM BRANDS INC., ADAMS LABEL & TAG LTD., BRYDOR BUSINESS ENTERPRISES LTD., HARVEST MEATS CO. LTD., GRIMM'S FINE FOODS LTD., GOODLIFE BRANDS INC., FLETCHER'S FINE FOODS, INC., FLETCHER'S DISTRIBUTION, INC., ACTION WEST MARKETING, INC., APEX LABEL & SYSTEMS, INC. and McSWEENEY'S PLUS DISTRIBUTION (B.C.) LTD.

**AND TO:** BRYAN & COMPANY, BARRISTERS AND SOLICITORS

**FROM:** THE TORONTO-DOMINION BANK, as agent  
(the "Agent")

**RE:** PREMIUM BRANDS INC.  
(the "Borrower")

Reference is made to the credit agreement made as of and effective from and dated for reference July 13, 2001, as amended (the "Credit Agreement") among the Borrower, the Institutions named therein as Lenders, and the Agent. All terms used in this Release of Security and Undertaking to Discharge which are defined in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Agent, the Agent on behalf of the Lenders hereby:

- (a) releases, remises and forever discharges:
  - (i) each of the Premium Group Members from all of its obligations and liabilities under the Loan Documents, save and except for any such obligations and liabilities to the Syndicate in connection with any environmental indemnities and any other indemnities set forth in any Loan Document that survive payment in full of the Indebtedness owing to the Syndicate under the Credit Agreement;
  - (ii) all right, title and interest of the Agent in and to the assets, property, and undertaking of each Premium Group Member granted to and in favour of the Agent under the Security Documents; and
  - (iii) any and all Liens created under the Security Documents;

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REEL: 002579 FRAME: 0960

and hereby assigns, transfers and re-conveys to the respective Premium Group Members all property, assets, and undertaking assigned, transferred or conveyed to the Agent under the Security Documents, including without limitation, the share certificates described in the annexure hereto;

- (b) confirms to the Premium Group's insurers that the Agent no longer has any interest in the property, assets and undertaking of any of the Premium Group Members, and accordingly consents to the Agent being deleted as an additional named insured and/or a loss payee under policies of insurance relating to the property and assets of any Premium Group Member;
- (c) authorizes and instructs Messrs. Bryan & Company or their agents to execute and file such financing statements, financing change statements, termination statements, discharges and other documents as may be necessary in order to cancel the registration of any and all financing statements and U.C.C. filings registered against any Premium Group Member in any jurisdiction in respect of the personal property security interests and/or floating charges created by any of the Security Documents;
- (d) agrees to do, execute and deliver or cause to be done, executed and delivered, at the expense of the Premium Group, all such further acts, documents and things as any Premium Group Member may reasonably request for the purpose of giving effect to this Release of Security and Undertaking to Discharge, including the execution and delivery in registrable form of any releases as may be required to discharge the registration of any Security from any real property of any Premium Group Member; and
- (e) subject to the release and/or satisfaction of any restrictions and/or conditions on delivery that the Agent or its legal counsel may impose, agrees that delivery of this instrument to the Premium Group Members named above may be effected by facsimile and that such delivery shall constitute due and valid delivery and that such Premium Group Members may rely on same.

**THE TORONTO-DOMINION BANK,**  
as Agent

Per: \_\_\_\_\_

  
Authorized Signatory

Per: \_\_\_\_\_

Authorized Signatory

Paul Meier  
Attorney

direct dial (206) 654-2214  
direct fax (206) 652-2914  
meier@ryanlaw.com  
Ref. No. 008143.00005/319964.02

August 30, 2002

Office of Director  
United States Patent and Trademark Office  
Box Assignment  
Washington, D.C. 20231

**Re: Trademark Assignments**

To Whom It May Concern:

Enclosed for processing are the following:

1. Termination of security interest of The Toronto-Dominion Bank in trademarks and/or trademark applications of Fletcher's Fine Foods, Inc.
2. Assignment of trademarks and/or trademark applications of Gran'Pa Don's, Inc. to Gran'Pa Don's Acquisition, Inc.
3. Assignment of trademarks and/or trademark applications of Gran'Pa Don's Acquisition, Inc. to Fletcher's Fine Foods, Inc.

Please process the trademark and/or trademark application assignments and acknowledge your receipt of this letter by time-stamping and returning the enclosed copy in the envelope provided.

Thank you for your assistance. If you have any questions, feel free to contact me at (206) 654-2214.

Sincerely,



Paul Meier

Enclosures

*Charter Member of TAGLaw, a worldwide network of law firms*

1201 Third Avenue, Suite 3400, Seattle, Washington 98101-3034  
phone 206.464.4224 | 800.458.5973 | fax 206.583.0359  
www.ryanlaw.com

**TRADEMARK**  
**REEL: 002579 FRAME: 0962**

Paul Meier  
Attorney

direct dial (206) 654-2214  
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meier@ryanlaw.com  
Ref. No. 008143.00005/319964.02

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**RECORDED: 09/09/2002**

**TRADEMARK  
REEL: 002579 FRAME: 0963**