

09-13-2002



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissione.

102220443

... the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Toronto-Dominion Bank

9.11.02

- 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: Premium Brands Inc.

Internal Address: _____

Street Address: 8385 Fraser St.

City: Vancouver State: BC, Canada Zip: V5X 3X8

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation Canada

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)

See Schedule A attached hereto

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 Applications and Registrations: Six (6)

7. Total fee (37 CFR 3.41) \$ 165

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

9/4/02

Date

09/12/2002 TDIAZ1 00000154 73437395

01 FC:481
02 FC:482

40.00 OP
125.00 OP

319512.01

TRADEMARK
REEL: 002581 FRAME: 0340

SCHEDULE A

Premium Brands Inc. Trademarks

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>
FLETCHER'S	73-437395	1324845
FLETCHER'S CERTIFIED TENDER	75-912012	N/A
FLETCHER'S FINE FOODS SINCE 1917	75-769214	2448747
FLETCHER'S FINE FOODS SINCE 1917 VERY TENDER	75-637660	2299260
GOODLIFE	75-923753	N/A
HIGH HEALTH	75-178990	N/A

**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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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: *Majeenan*
Authorized Signatory

Per: _____
Authorized Signatory

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