

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. 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):
International Multifoods Corporation

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

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

2. Name and address of receiving party(ies)
Name: Multifoods Brands, Inc.
Internal
Address: Suite 300

Street Address: 110 Cheshire Lane
City: Minnetonka State: MN Zip: 55305

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

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

Execution Date: March 17, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
78/211,376 - CREAMY SUPREME

B. Trademark Registration No.(s) _____
1,827,617 - BAKERS HEAVEN

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Colleen M. Sarenpa
Internal Address: _____
Multifoods Brands, Inc.

Street Address: 110 Cheshire Lane

City: Minnetonka State: MN Zip: 55305

6. Total number of applications and registrations involved: **94**

7. Total fee (37 CFR 3.41).....\$ 2,365.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502386

DO NOT USE THIS SPACE

9. Signature.
Colleen M. Sarenpa, Trademark Manager  3/25/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **28**

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

Continuation of item 4
on recordation cover sheet

SCHEDULE A

<i>Country:</i> <u>Mark</u>	United States	<u>App. #</u>	<u>App. Dt</u>
EASY MASH		78/070,899	6/25/2001
EASY MASH'D		78/182,185	11/ 6/2002
EXTREME FUDGE		78/205,945	1/22/2003
EXTREME FUDGE CHUNK		78/215,263	2/14/2002
EZ MASH		78/070,895	6/25/2001
FARMHOUSE & Design		76/003,115	3/17/2000
FUNFETTI		78/211,286	2/ 5/2003
HEARTY BAKED		78/193,487	12/11/2002
MAKE IT DELICIOUS. MAKE IT FARMHOUSE.		75/652,832	2/26/1999
MOIST SUPREME		78/211,348	2/ 5/2003
PET COOLIE		78/083,819	9/13/2001
SNACKBATCH		78/201,617	1/ 9/2003
STARS & STRIPES		76/421,510	6/14/2002
STARS & STRIPES		76/368,208	2/ 8/2002
THE DAIRY GOODNESS PEOPLE		78/178,112	10/24/2002
TREAT TOPPERS		78/200,837	1/ 7/2003
WHO IS YOUR HUNGRY JACK?		78/197,451	12/23/2002

Continuation of item 4
on recordation cover sheet

SCHEDULE B

REGISTRATIONS

Country: United States

<u>Mark</u>	<u>Reg. #</u>	<u>Reg. Dt</u>
BALLARD	851,547	6/25/1968
BALLARD	595,284	9/14/1954
BIG JO and Design	232,924	9/20/1927
CHIOCOVIVA!	1,893,708	5/ 9/1995
CHOCOLATE MANIA	1,966,620	4/9/1996
CINDERELLA	589,403	5/ 4/1954
CINDERELLA	61,906	4/ 9/1907
CONFETTI FUNFETTI	2,670,442	12/31/2002
CORNERSTONE	1,833,439	4/26/1994
CREAMY SUPREME	1,919,083	9/12/1995
DANIEL WEBSTER and Design	225,824	3/29/1927
DESIGN	777,509	9/22/1964
DESIGN	1,020,031	9/ 9/1975
DESIGN	200,923	7/14/1925
DESIGN	2,345,771	4/25/2000
DESIGN	1,317,247	1/29/1985
DESSERT TODAY	2,128,714	1/13/1998
DOÑA LAPIÑA & Design	1,890,052	4/18/1995
DOUBLE LINED M Design	2,341,248	4/11/2000
DUTCH TREAT	1,798,839	10/12/1993
EXTRA LIGHTS	856,649	9/10/1968
FARMHOUSE	1,855,320	9/20/1994
FIT FOR A PRINCE	61,905	4/ 9/1907

Continuation of items 4
on recordation cover
sheet

<u>Country:</u> <u>Mark</u>	United States	<u>Reg. #</u>	<u>Reg. Dt</u>
FUN CELEBRATIONS MADE EASY		2,525,284	1/ 1/2002
FUNFETTI		2,629,396	10/ 1/2002
FUNFETTI		2,200,591	10/27/1998
FUNFETTI		1,593,288	4/24/1990
FUNFETTI CAKE MIX		1,593,289	4/24/1990
FUNFISH FUNFETTI		2,670,443	12/31/2002
GOLDRIM and Design		246,587	9/11/1928
GOLDRIM and Design		248,604	10/23/1928
GOOD 'N MOIST		1,550,390	8/ 1/1989
HENKEL'S		224,211	2/22/1927
HI-DEMAND		1,486,369	4/26/1988
HIGH-M		1,828,455	3/29/1994
HUNGRY JACK		807,335	4/19/1966
HUNGRY JACK		1,673,056	1/21/1992
HUNGRY JACK		844,695	2/20/1968
HUNGRY JACK		829,863	6/ 6/1967
HUNGRY JACK		339,297	10/ 6/1936
IM & Design		1,051,674	11/ 2/1976
IM & Design		1,237,030	5/10/1983
INTERNATIONAL MULTIFOODS		1,239,136	5/24/1983
INTERNATIONAL MULTIFOODS and Design		1,239,935	5/31/1983

Continuation of items
on recordation cover
sheet

<u>Country:</u> <u>Mark</u>	United States	<u>Reg. #</u>	<u>Reg. Dt</u>
JAMCO		1,159,339	6/30/1981
JAMCO		2,540,049	2/19/2002
KEYNOTE and Design		134,431	8/31/1920
LA PINA		330,485	12/3/1935
MOIST SUPREME		1,910,878	8/8/1995
MORNING MMEDLEY		1,784,317	7/27/1993
MULTIFOODS		958,641	5/8/1973
MULTIFOODS and Design		1,822,951	2/22/1994
MULTIFOODS BAKERY PRODUCTS SINCE 1892 and Design		1,872,643	1/10/1995
MULTIFOODS DISTRIBUTION and Design		2,477,150	8/14/2001
NORSEMAN		1,783,558	7/20/1993
PET		728,611	3/13/1962
PET		88,285	9/10/1912
RADIANCE ROSE		843,388	1/30/1968
RED BAND		1,457,655	9/15/1987
RED BAND & Design		230,023	7/12/1927
ROBIN HOOD		132,001	6/8/1920
ROBIN HOOD		1,250,616	9/6/1983
ROBIN HOOD		1,250,615	9/6/1983
ROBIN HOOD and Design		680,113	6/9/1959
SEAL OF MINNESOTA		611,828	9/6/1955
SEGO		854,748	8/13/1968
SEGO & Design		84,441	12/12/1911

Continuation of item
4 on recordation cover
sheet

<u>Country:</u> <u>Mark</u>	United States	<u>Reg. #</u>	<u>Reg. Dt</u>
SHOP PRIDE		1,113,721	2/20/1979
SOFTASILK		208,874	2/9/1926
STAR D'LIGITS		2,134,556	2/3/1998
STAR-DEMAND		1,551,168	8/8/1989
THE PERFORMANCE BEHIND THE PROMISE		1,834,831	5/3/1994
ULTRA WHITE		1,087,129	3/7/1978
ULTRA-RISE		2,043,231	3/11/1997
VELVET		1,098,932	8/8/1978

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is made and entered into as of the 2nd day of March, 2003 (the "Effective Date"), by and between **Multifoods Brands, Inc.**, a Delaware corporation (the "Company"), and **International Multifoods Corporation**, a Delaware corporation ("Contributor").

1. DEFINITIONS

For purposes of this Contribution Agreement:

- (a) "**Contracts**" means the contracts set forth on Schedule A.
- (b) "**Copyrights**" means the copyright registrations set forth on Schedule G, copyrights in any Products, including any product configurations, product packaging, product advertising, and documents related to brand management, style sheets, trademark usage or any other trademark issues, together with any registrations or applications for registration for any of the foregoing. The term Copyrights further includes any of the foregoing related to the Trademarks.
- (c) "**Equipment**" means the equipment and furniture set forth on Schedule B.
- (d) "**Excluded Intellectual Property**" means those items set forth on Schedule C.
- (e) "**Foodservice Division**" means Contributor's U.S. Foodservice Products Division.
- (f) "**Formulations**" means the formulations and recipes for each of the Products as of the Effective Date.
- (g) "**Included Intellectual Property**" means all Trademarks, Patents, Copyrights, Formulations, Processing Instructions, Specifications and Miscellaneous Intellectual Property, but excluding the Excluded Intellectual Property.
- (h) "**Miscellaneous Intellectual Property**" means Internet domain names, online service keywords, and vanity telephone numbers associated with any Trademarks or Products, including those items set forth on Schedule D.
- (i) "**Patents**" means the patents set forth on Schedule E together with all reissues, divisionals, continuations, continuations-in-part, and foreign equivalents associated therewith.

- (j) “**Processing Instructions**” means the processing instructions (including manufacturing methodologies and engineering data and designs), trade secrets and know-how for each of the Products as of the Effective Date.
- (k) “**Products**” means all products sold in, or under development for sale in, the United States of America (including its territories and possessions) by the Foodservice Division and the Retail Division as of the Effective Date.
- (l) “**Retail Division**” means Contributor’s U.S. Consumer Products Division.
- (m) “**Specifications**” means the raw materials, manufacturing, packaging, labeling and quality assurance specifications for each of the Products as of the Effective Date.
- (n) “**Trademarks**” means the trademarks and service marks set forth on Schedule F, trademarks and services marks related to the Products and any associated logos, trade names and trade dress, together with the goodwill appurtenant to each of the foregoing, and any applications, registrations or common law rights related to each of the foregoing.

CONTRIBUTION AND BILL OF SALE: ASSUMED OBLIGATIONS

- (a) Effective upon the execution hereof, Contributor hereby contributes, conveys, transfers and assigns to the Company, and the Company accepts from Contributor, all of Contributor’s right, title and interest in and to the Equipment, the Included Intellectual Property and the Contracts (provided, however, that if a Contract requires the consent of a third party to transfer Contributor’s rights in such Contract to the Company, then as to such Contract the foregoing contribution, conveyance, transfer and assignment shall not be effective unless and until such consent is obtained and becomes effective), and all of Contributor’s rights to claims for damages by reason of past, present or future infringement of the Included Intellectual Property, with all of its rights to sue for and collect the same for the Company’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.
- (b) Effective upon the execution hereof, the Company hereby assumes and agrees to pay and perform all obligations of Contributor accruing, in accordance with the terms thereof, after the Effective Date (or, with respect to Contracts as to which consent to transfer is required, after the effective date of such consent (if any)) under the Contracts.
- (c) Contributor shall endeavor to obtain consent from any necessary third party, but if consent is not readily forthcoming Contributor shall be under no obligation to pursue such consent. Contributor’s failure to obtain any such consent from a third party shall not be deemed a breach of this Agreement by Contributor. Subject to the foregoing, Contributor and the Company hereby agree to duly execute and deliver to

each other all such other and further instruments of conveyance, transfer and assignment or assumption (as applicable) and to take such other action as the other may reasonably deem necessary in order to more effectively convey and transfer to the Company assets transferred or intended to be transferred hereby or to ensure the proper assumption by Contributor of the obligations set forth above in clause (b) (as applicable).

3. **CONSIDERATION FOR TRANSFER**

The transfers of assets hereunder by Contributor to the Company are an additional contribution to capital. In consideration for such transfers and for all other covenants, commitments and obligations of Contributor hereunder, the Company shall, upon the execution of this Agreement, issue to Contributor 1,000 shares of common stock of the Company, all of which shares shall be duly authorized, validly issued, fully paid and non-assessable when so issued to Contributor. It is the intent of the parties that this capital contribution qualify for tax-free treatment under §351 of the Internal Revenue Code.

4. **SCHEDULES**

The Schedules represent the parties' present good faith belief of the complete list of issued patents, registered copyrights and United States federal trademark applications and trademark registrations which are part of the Included Intellectual Property and the complete list of Equipment (as of approximately one month before the Effective Date), but the Schedules do not represent a complete listing of all other Trademarks which are part of the Included Intellectual Property, of all other Copyrights which are part of the Included Intellectual Property or of other Miscellaneous Intellectual Property that is a part of the Included Intellectual Property, or recent updates to the list of Equipment. The parties agree that additions, deletions or other corrections may hereafter be made to the Schedules to reflect the actual list of Trademarks, Patents, Copyrights, Miscellaneous Intellectual Property and Equipment which were on the Effective Date of this Contribution Agreement a part of the Included Intellectual Property and Equipment.

5. **THE LICENSE AGREEMENT**

The parties are entering into a License Agreement on the date hereof, pursuant to which the Company is granting a license to Contributor in connection with the Included Intellectual Property and the Contracts. Any existing licenses from Contributor to any other parties related to the Included Intellectual Property or the Contracts shall, upon execution of said License Agreement, thereupon become sublicenses from Contributor to such third parties pursuant to said License Agreement.

6. **DISCLAIMER OF WARRANTIES**

Contributor disclaims all warranties related to the Included Intellectual Property, the Equipment, and the Contracts.

7. **SUCCESSORS**

This Contribution Agreement shall inure to the benefit of and shall bind the successors, heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Company and Contributor have made this Contribution Agreement on and as of the date first above written.

Multifoods Brands, Inc.

International Multifoods Corporation

By *[Signature]*

By *[Signature]*

Its President

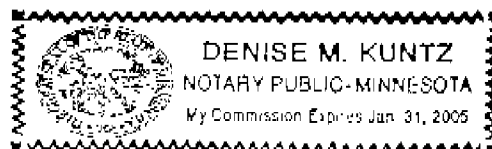
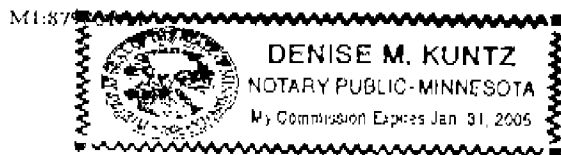
Its Senior Vice President, Finance and Chief Financial Officer

Subscribed and sworn to before me this 17th day of March, 2003.

Subscribed and sworn to before me this 17th day of March, 2003.

[Signature]
Notary Public

[Signature]
Notary Public



SCHEDULE A**CONTRACTS**

The following the following agreements and instruments, all dated as of November 13, 2001 (and, if applicable, as they may have been amended from time to time), related to the purchase of assets by International Multifoods Corporation from General Mills, Inc. and The Pillsbury Company:

- Retail Trademark License Agreement
- GMI Retail Trademark License Agreement Guaranty
- Foodservice Trademark License Agreement
- GMI Foodservice Trademark License Agreement Guaranty
- Martha White (Part II) Trademark License Agreement
- Hungry Jack Trademark License Agreement
- Grant Back Patent and Technology License Agreement

Trademark license entered into by and between Challer Foods, Inc. and Pet Incorporated (as predecessor in interest to International Multifoods Corporation) dated December 23, 1985, as amended.

Trademark agreement between Farmhouse Foods, Inc. and Farmhouse Foods Company (as predecessor in interest to International Multifoods Corporation) dated December 31, 1998

Trademark agreement among Sara Lee Corporation, Saramar Corp. and Farmhouse Foods Company (as predecessor in interest to International Multifoods Corporation) dated August 19, 1993.

SCHEDULE B

EQUIPMENT

The equipment and furniture associated with:

Redacted

SCHEDULE C

EXCLUDED INTELLECTUAL PROPERTY

Any items which are licensed to International Multifoods Corporation (including, without limitation, those licensed pursuant to the Contracts (it being understood that the Contracts themselves are not Excluded Intellectual Property)).

SCHEDULE D

MISCELLANEOUS INTELLECTUAL PROPERTY

Domain Names

Redacted

SCHEDULE E
PATENTS

Title	Number	Country
Convertible Product Packaging	6,523,693	U.S.
Exterior Surface Of A Container Sidewall	D358,992	U.S.

SCHEDULE F
Trademarks
International Multifoods Corporation

REGISTRATIONS

<i>Country:</i> <u>Mark</u>	United States	<u>Reg. #</u>	<u>Reg. Dt</u>
BAKERS HEAVEN		1,827,617	3/22/1994
BALLARD		851,547	6/25/1968
BALLARD		595,284	9/14/1954
BIG JO and Design		232,924	9/20/1927
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CINDERELLA		61,906	4/ 9/1907
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DANIEL WEBSTER and Design		225,824	3/29/1927
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DESIGN		1,020,031	9/ 9/1975
DESIGN		200,923	7/14/1925
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DESIGN		1,317,247	1/29/1985
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EXTRA LIGHTS		856,649	9/10/1968
FARMHOUSE		1,855,320	9/20/1994
FIT FOR A PRINCE		61,905	4/ 9/1907

SCHEDULE F
Trademarks
International Multifoods Corporation

<i>Country:</i> <u>Mark</u>	United States	<u>Reg. #</u>	<u>Reg. Dt</u>
FUN CELEBRATIONS MADE EASY		2,525,284	1/ 1/2002
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FUNFETTI		2,200,591	10/27/1998
FUNFETTI		1,593,288	4/24/1990
FUNFETTI CAKE MIX		1,593,289	4/24/1990
FUNFISH FUNFETTI		2,670,443	12/31/2002
GOLDRIM and Design		246,587	9/11/1928
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HENKEL'S		224,211	2/22/1927
HU-DEMAND		1,486,369	4/26/1988
HIGH-M		1,828,455	3/29/1994
HUNGRY JACK		807,335	4/19/1966
HUNGRY JACK		1,673,056	1/21/1992
HUNGRY JACK		844,695	2/20/1968
HUNGRY JACK		829,863	6/ 6/1967
HUNGRY JACK		339,297	10/ 6/1936
IM & Design		1,051,674	11/ 2/1976
IM & Design		1,237,030	5/10/1983
INTERNATIONAL MULTIFOODS		1,239,136	5/24/1983
INTERNATIONAL MULTIFOODS and Design		1,239,935	5/31/1983

SCHEDULE F
Trademarks
International Multifoods Corporation

<u>Country:</u>	United States		
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JAMCO		1,159,339	6/30/1981
JAMCO		2,540,049	2/19/2002
KEYNOTE and Design		134,431	8/31/1920
LA PINA		330,485	12/ 3/1935
MOIST SUPREME		1,910,878	8/ 8/1995
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MULTIFOODS		958,641	5/ 8/1973
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RED BAND		1,457,655	9/15/1987
RED BAND & Design		230,023	7/12/1927
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ROBIN HOOD		1,250,615	9/ 6/1983
ROBIN HOOD and Design		680,113	6/ 9/1959
SEAL OF MINNESOTA		611,828	9/ 6/1955
SEGO		854,748	8/13/1968
SEGO & Design		84,441	12/12/1911

SCHEDULE F
Trademarks
International Multifoods Corporation

<i>Country:</i>	United States		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
SHOP PRIDE		1,113,721	2/20/1979
SOFTASILK		208,874	2/ 9/1926
STAR D'LIGHTS		2,134,556	2/ 3/1998
STAR-DEMAND		1,551,168	8/ 8/1989
THE PERFORMANCE BEHIND THE PROMISE		1,834,831	5/ 3/1994
ULTRA WHITE		1,087,129	3/ 7/1978
ULTRA-RISE		2,043,231	3/11/1997
VELVET		1,098,932	8/ 8/1978
 <i>Country:</i>	 Antigua And Barbuda		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		5170	7/17/1999
PET		5167	7/23/1999
 <i>Country:</i>	 Australia		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
DESIGN (Cow's Head)		107198	8/17/1951
PET		A107102	6/ 9/1954
 <i>Country:</i>	 Bahamas		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		2347	10/14/1953
 <i>Country:</i>	 Barbados		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		81/6082	1/ 4/1969
PET		81/6083	1/ 4/1969

SCHEDULE F
Trademarks
International Multifoods Corporation

<i>Country:</i>	Belize		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		329	11/10/1945
PET MILK AND DESIGN		328	11/10/1945
<i>Country:</i>	Benelux		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		330905	11/13/1974
<i>Country:</i>	Bermuda		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		5661	9/ 4/1967
SEGO		5660	9/ 4/1967
<i>Country:</i>	Bolivia		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		38043-A	4/14/1967
<i>Country:</i>	Canada		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
CHIOCOVIVA!		TMA445456	7/21/1995
DUTCH TREAT		TMA546700	6/18/2001
FANTASIA and Design		411,028	4/16/1993
FANTASIA THE TASTE OF ELEGANCE and Design		420,220	12/ 3/1993
HUNGRY JACK		157216	6/14/1968
HUNGRY JACK		159769	12/ 6/1968
PET		46356	5/16/1979
PET		39299	2/ 8/1926
RED DRAGON and Design		TMA437328	12/23/1994
SOFTASLIK		251/54195	4/23/1932
<i>Country:</i>	Chile		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		496669	11/14/1997

SCHEDULE F
Trademarks
International Multifoods Corporation

<i>Country:</i>	Costa Rica		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
KEYNOTE		104413	11/ 5/1997
PET		43721	2/ 1/1972
<i>Country:</i>	Denmark		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET (Stylized II)		624/1919	8/25/1919
<i>Country:</i>	Dominica		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		6197	2/10/1999
PET		5797	3/ 3/1999
<i>Country:</i>	Dominican Republic		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
LITTLE JOHN		85842	9/15/1996
LITTLE JOHN		85412	9/15/1996
PET		15127	9/19/1986
UNO		92631	9/15/1997
<i>Country:</i>	Egypt		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		50273	11/24/1975
<i>Country:</i>	El Salvador		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		14634/209/37	3/ 8/1987
<i>Country:</i>	Finland		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		43949	1/22/1965
<i>Country:</i>	German Federal Republic		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		899953	11/29/1972
HUNGRY JACK		2031389	3/ 1/1993

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<i>Country:</i>	Ghana		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		5202	6/ 8/1949
<i>Country:</i>	Grenada		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		44/1966	8/22/1966
<i>Country:</i>	Guatemala		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		84466	5/18/1997
PET		18118	3/29/1967
<i>Country:</i>	Guyana		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		6357A	12/15/1966
PET		6451A	1/31/1968
<i>Country:</i>	Honduras		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		80913	3/12/2001
HUNGRY JACK		80939	3/12/2001
<i>Country:</i>	Hong Kong		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
GOLDEN TEMPLE		6340/2000	5/ 5/2000
SOFTASILK		B2707/1992	4/ 6/1990
<i>Country:</i>	Iceland		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		1/1932	1/29/1932
<i>Country:</i>	Israel		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		89424	9/ 7/1995
<i>Country:</i>	Jamaica		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
GOLDRIM and Device		6455	1/ 3/1955

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<i>Country:</i>	Japan		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		109632	11/19/1919
<i>Country:</i>	Malaysia		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		94/00778	10/17/1995
HUNGRY JACK		94/00780	10/17/1995
PET		M/20554	1/17/1952
SOFTASILK		90/03752	6/12/1990
<i>Country:</i>	Mexico		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		422440	9/22/1992
MULTIFOODS		443,251	9/30/1993
MULTIFOODS and Design		459,920	5/11/1994
PET		399328	9/18/1991
UNO and Design		485261	3/17/1995
<i>Country:</i>	Nicaragua		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		49654	6/25/2001
HUNGRY JACK		36115	1/ 6/1998
PET MILK AND DESIGN		2274	10/10/1931
UNO		39.448 CC	11/17/1998
<i>Country:</i>	Nigeria		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		6226	12/17/1949 Corporation
<i>Country:</i>	Norway		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		6152	7/30/1919

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<i>Country:</i>	Panama		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		84628	6/ 1/1998
HUNGRY JACK		84627	6/ 1/1998
PET		12963	1/18/1971
<i>Country:</i>	Philippines		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		19849	8/28/1973
SOFTASILK		2877	5/19/1959
<i>Country:</i>	Poland		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		129788	5/29/2001
<i>Country:</i>	Puerto Rico		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		28767	3/ 6/1989
PET		8314	3/25/1952
SEGO		17482	2/29/1972
<i>Country:</i>	Saint Vincent And The Grenadines		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		54/1966	11/18/1966 Corporation
<i>Country:</i>	Saint-Lucia		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		74/1997	12/17/1997
PET		68/1966	1/13/1967
<i>Country:</i>	Sierra Leone		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		3188	6/28/1949

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<i>Country:</i>	Singapore		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
HUNGRY JACK		5604/93	10/13/1997
HUNGRY JACK		5603/93	8/20/1996
PET		T51/141540	8/18/1951
SOFTASILK		B1320/84	3/23/1984
<i>Country:</i>	Suriname		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		5431	2/16/1968
<i>Country:</i>	Sweden		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
PET		21902	8/ 5/1919
<i>Country:</i>	Taiwan		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
SOFTASILK		932257	2/16/2001
<i>Country:</i>	Trinidad And Tobago		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
GOLDRIM and Design		148/1954	11/ 5/1954
PET		564	9/29/1964
<i>Country:</i>	United Kingdom		
<u>Mark</u>		<u>Reg. #</u>	<u>Reg. Dt</u>
MULTIFOODS		2217678	7/21/2000
MULTIFOODS and Design		2217677	7/21/2000
MULTIFOODS BAKERY PRODUCTS and Design		2217679	4/ 6/2001
PET		626235	11/10/1943
PET MILK AND DESIGN		626236	11/10/1943

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<i>Country:</i> Mark	Uruguay	Reg. #	Reg. Dt
PET		318.450	3/ 5/1969
<i>Country:</i> Mark	Venezuela	Reg. #	Reg. Dt
HUNGRY JACK		140562	2/ 1/1991
INTERNATIONAL MULTIFOODS		150.813	1/17/1994
INTERNATIONAL MULTIFOODS and Design		UNKNOWN	1/17/1994
INTERNATIONAL MULTIFOODS and Design		4831/96	1/17/1994
PET		21996	2/ 1/1950
PET		56759	1/19/1970
TULIP and Design		25,472	9/25/1951

APPLICATIONS

<i>Country:</i> Mark	United States	App. #	App. Dt
CREAMY SUPREME		78/211,376	2/ 5/2003
EASY MASH		78/070,899	6/25/2001
EASY MASH'D		78/182,185	11/ 6/2002
EXTREME FUDGE		78/205,945	1/22/2003
EXTREME FUDGE CHUNK		78/215,263	2/14/2002
EZ MASH		78/070,895	6/25/2001
FARMHOUSE & Design		76/003,115	3/17/2000
FUNFETTI		78/211,286	2/ 5/2003
HEARTY BAKED		78/193,487	12/11/2002
MAKE IT DELICIOUS. MAKE IT FARMHOUSE.		75/652,832	2/26/1999
MOIST SUPREME		78/211,348	2/ 5/2003

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International Multifoods Corporation

<i>Country:</i>	United States		
<u>Mark</u>		<u>App. #</u>	<u>App. Dt</u>
PET COOLIE		78/083,819	9/13/2001
SNACKBATCH		78/201.617	1/ 9/2003
STARS & STRIPES		76/421,510	6/14/2002
STARS & STRIPES		76/368,208	2/ 8/2002
THE DAIRY GOODNESS PEOPLE		78/178,112	10/24/2002
TREAT TOPPERS		78/200,837	1/ 7/2003
WHO IS YOUR HUNGRY JACK?		78/197,451	12/23/2002
<i>Country:</i>	Brazil		
<u>Mark</u>		<u>App. #</u>	<u>App. Dt</u>
PET		817584773	11/ 1/1993
<i>Country:</i>	El Salvador		
<u>Mark</u>		<u>App. #</u>	<u>App. Dt</u>
HUNGRY JACK		18308/2001	10/ 2/2001
HUNGRY JACK		18309/2001	1/ 2/2001
<i>Country:</i>	Greece		
<u>Mark</u>		<u>App. #</u>	<u>App. Dt</u>
CHOCOVIVA!		144799	7/20/2000
ULTRA+		144800	7/20/2000
<i>Country:</i>	Guatemala		
<u>Mark</u>		<u>App. #</u>	<u>App. Dt</u>
HUNGRY JACK		7957/97	10/15/1996
<i>Country:</i>	Indonesia		
<u>Mark</u>		<u>App. #</u>	<u>App. Dt</u>
HUNGRY JACK		Not yet available	Not yet available
<i>Country:</i>	Venezuela		
<u>Mark</u>		<u>App. #</u>	<u>App. Dt</u>
TULIP and Design		13364/99	8/ 5/1999

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TITLE / DESCRIPTION	REG. NO. / DATE	Country
Pillsbury Moist Supreme Cake Mix (product packaging)	VA 1-075-028, registered December 11, 2000	U.S.
Farmhands (3-dimensional sculptural work)	VAu 404-443, registered September 9, 1997	U.S.
Farmhands (unpublished television commercial)	PAu 2-261-524, registered September 9, 1997	U.S.
Farmhands (published television commercial)	PA 869-332, registered September 29, 1997	U.S.
Farmhands (advertising copy)	TX 4-737-413, registered November 6, 1997	U.S.
Farmhands (cartoon characters.)	VA 880-685, registered November 6, 1997	U.S.
Carbam Chewable (diethylcarbamazine citrate)	TX 349-308, registered October 15, 1979	U.S.

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Manager, Corporate Trademarks

Date: **March 25, 2003**

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