

04-23-2003

Form PTO-1594

RE



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

(Rev. 03/01)

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

102427566

Tab settings

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

1. Name of conveying party(ies):  
**Omstead Foods Limited**

4-21-03

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

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

3. Nature of conveyance:

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

Execution Date: **January 6, 2003**

2. Name and address of receiving party(ies)  
Name: **McKenna Gale Management II Ltd.,  
as agent for a certain tender**

Address:  
Street Address: **Suite 1220, 145 King Street W**  
City: **Toronto** State: **Ontario** Zip: **M5H 1J8**  
**Canada**

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

B. Trademark Registration No.(s)

**877,504 1,105,246 1,487,660**  
**750,657 1,694,653**

Additional number(s) attached  Yes  No

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

Name: **Marjory G. Basile, Esq.**

Internal Address:

Street Address: **150 West Jefferson Avenue**  
**Suite 2500**

City: **Detroit** State: **MI** Zip: **48226**

6. Total number of applications and registrations involved: **5**

7. Total fee (37 CFR 3.41).....\$ **140.00**

- 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.

**Marjory G. Basile**

Name of Person Signing

*Marjory Basile*

Signature

**February 26, 2003**

Date

Total number of pages including cover sheet, attachments, and document: **5**

04/22/2003 DBYRNE 00000032 877504

01 FC:8521  
02 FC:8522

40.00 DP  
100.00 DP

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

TRADEMARK  
REEL: 002716 FRAME: 0315

# ASSIGNMENT FOR SECURITY

## (TRADEMARKS)

WHEREAS, OMSTEAD FOODS LIMITED, a corporation incorporated pursuant to the laws of the Province of Ontario, Canada (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are the subject matter of registrations or applications for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a General Security Agreement, dated as of January 6, 2003 (the "Security Agreement"), in favor of McKenna Gale Management II Ltd., as agent for a certain lender (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the benefit of the lender, among other things, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

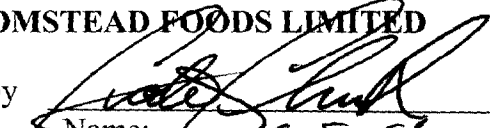
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grant to the Assignee, for the benefit of the lender, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and for the benefit of the lender's observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 6, 2003.

OMSTEAD FOODS LIMITED

by

  
Name: C.T. Church  
Title: Secretary/Treasurer

~~STATE/PROVINCE~~  
OF

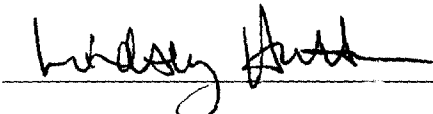
ONTARIO

SS:

~~CITY~~  
~~COUNTY OF~~

TORONTO

On this 6<sup>th</sup> day of January, 2003, before me personally came Cody Church, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the Secretary-Treasurer of Omstead Foods Limited, an Ontario corporation, and that he/she executed the foregoing instrument for and on behalf of Omstead Foods Limited, and that he/she had authority to sign the same.

  
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SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Name of Owner</u>
CANADA	BREAD BUDDY	TMA353,255	MARCH 17, 2004	OMSTEAD
CANADA	FAST PACK	TMA373,434	SEPTEMBER 14, 2005	OMSTEAD
CANADA	LEO D'OR	TMA164,275	JULY 25, 2014	OMSTEAD
CANADA	LEO D'OR DESIGN	TMA136,792	JULY 31, 2009	OMSTEAD
CANADA	LION DESIGN	TMA136,793	JULY 31, 2009	OMSTEAD
CANADA	LION DESIGN	TMA163,838	JULY 11, 2014	OMSTEAD
CANADA	MAN/BREAD LOAF DESIGN	TMA354,603	APRIL 14, 2004	OMSTEAD
CANADA	O DESIGN	TMA309,065	DECEMBER 6, 2015	OMSTEAD
CANADA	OMSTEAD	TMA321,428	DECEMBER 5, 2016	OMSTEAD
CANADA	OMSTEAD & DESIGN	TMA183,315	MAY 26, 2017	OMSTEAD
CANADA	OMSTEAD & DESIGN	TMA338,775	MARCH 31, 2003	OMSTEAD
CANADA	STOCK UP WITH OMSTEAD AND PROFIT FROM ORDERING THE BEST	TMA331,448	AUGUST 28, 2017	OMSTEAD
CANADA	ORDER OMSTEAD AND PROFIT FROM SERVING THE BEST	TMA332,137	SEPTEMBER 18, 2017	OMSTEAD
CANADA	SPORTSMAN BRAND & DESIGN	TMA164,978	SEPTEMBER 5, 2014	OMSTEAD
CANADA	TOP SECRET RECIPE & DESIGN	TMA381,331	MARCH 8, 2016	OMSTEAD

CANADA	W BRAND DESIGN	TMA292,676	JULY 6, 2014	OMSTEAD
U.S.	LEO D'OR BRAND	877,504	SEPTEMBER 23, 2009	OMSTEAD
U.S.	OMSTEAD & DESIGN	1,105,246	OCTOBER 31, 2008	OMSTEAD
U.S.	OMSTEAD	1,487,660	MAY 10, 2008	OMSTEAD
U.S.	W BRAND DESIGN	750,657	JUNE 4, 2003	OMSTEAD
U.S.	TOP SECRET RECIPE OMSTEAD DESIGN***	1,694,653	JUNE 16, 2002	OMSTEAD
JAPAN	OMSTEAD	2,023,977	FEBRUARY 2, 2008	OMSTEAD
SWITZERLAND	OMSTEAD	341,133	AUGUST 26, 2006	OMSTEAD

\*\*\* Registration for trademark lapsed December 16, 2002.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Name of Owner</u>
CANADA	OMSTEAD CHEEZERS	1,155,952	NOVEMBER 8, 2002	OMSTEAD