

04-23-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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



102427564

Tab settings → → → ▼

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

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

4.21.03

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

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

2. Name and address of receiving party(ies)

Name: **Bank of Montreal**

Internal

Address: _____

Street Address: **19th Floor, First Canadian Pl**

City: **Toronto** State: **Ontario** Zip: **M5X 1A1**
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

3. Nature of conveyance:

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

Execution Date: **January 6, 2003**

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

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: _____

4

7. Total fee (37 CFR 3.41).....\$ **115.00**

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: **4**

04/22/2003 DBYRNE 00000034 877504

01 FC:0521
02 FC:0522

40.00 DP
75.00 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: 0320

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARKS:

750,657
877,504
1,105,246
1,487,660

DESIGNATION OF DOMESTIC REPRESENTATIVE

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

Sir:

Bank of Montreal hereby appoints MARJORY G. BASILE, Registration No. 28,181 in the United States Patent and Trademark Office, and each principal, attorney of counsel, associate and employee of Miller, Canfield, Paddock & Stone who is an attorney, its attorney, as its domestic representative on whom notices or processes on proceedings affecting this mark may be served.

Bank of Montreal requests the Patent and Trademark Office to direct all correspondence and telephone calls relative to this application to Miller, Canfield, Paddock & Stone, P.L.C., 150 West Jefferson Avenue, Suite 2500, Detroit, Michigan 48226.

BANK OF MONTREAL

Date MARCH 25, 2003

By: 

Typed name: ART FOPMA

Title: SENIOR MANAGER
CORPORATE FINANCE

DELIB:2396995.1\121688-00001

TRADEMARK
REEL: 002716 FRAME: 0321

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 Security Agreement, dated as of January 6, 2003 (the "Security Agreement"), in favor of Bank of Montreal, as agent for certain lenders (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 lenders, 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);

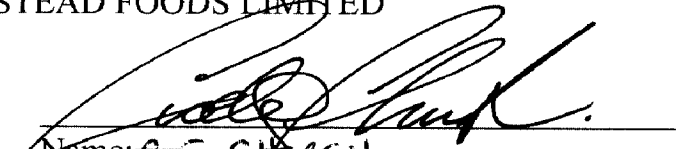
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grant to the Assignee, for the benefit of the lenders, a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and for the benefit of the lenders 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. F. CHURCH~~
Title: ~~SECRETARY - TREASURER~~

CITY
STATE OF TORONTO

SS.:

~~COUNTY OF~~ ONTARIO
PROVINCE

On this 6th 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.



SCHEDULE A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

TRADEMARK	REGISTRATION NUMBER	RENEWAL DEADLINE
LEO D'OR BRAND	877,504	SEPTEMBER 23, 2009
OMSTEAD & DESIGN	1,105,246	OCTOBER 31, 2008
OMSTEAD	1,487,660	MAY 10, 2008
W BRAND DESIGN	750,657	JUNE 4, 2003
TOP SECRET RECIPE OMSTEAD DESIGN	1,694,653	JUNE 16, 2002 [Registration lapsed]