

FORM PTO 1594 (Rev. 6-93) **RECORDATION COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office  
**TRADEMARKS ONLY**

OMB No. 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies):  
Robin Hood Mutfoods Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other Corporation of Ontario, Canada

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

2. Name and address of receiving party(ies)  
 Name: Bank of Nova Scotia  
 Internal Address: Scotia Plaza 62<sup>nd</sup> Floor  
 Street Address: 40 King Street West  
 City: Toronto : Ontario Canada : M5W 2X6

Individual(s)  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other Canadian Chartered Bank

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: August 8, 2003

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
See attached Schedule A

B. Trademark Registration No.(s)  
See attached Schedule A

Additional numbers attached?  Yes  No

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

Name: Elizabeth C. Buckingham  
 Internal Address: Dorsey & Whitney LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Suite 1500, 50 South Sixth Street  
 \_\_\_\_\_  
 City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: ..... 8

7. Total fee (37 CFR 3.41) ..... \$215.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
04-1420  
 (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.

Elizabeth C. Buckingham Elizabeth C. Buckingham October 9, 2003  
 Name of person Signing Signature Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
 Director of the United States Patent and Trademark Office  
 PO Box 1450  
 Alexandria, Virginia 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CH \$215.00 041420 76520952

**SCHEDULE A****Trademark Registrations**

<b>MARK</b>	<b>REGISTRATION NO.</b>
<b>BUMBLEBERRY</b>	1,673,568
<b>BUMBLEBERRY</b>	1,761,579
<b>OLD MILL and Design</b>	1,798.022
<b>RED RIVER</b>	2,077,155
<b>RED RIVER CEREAL &amp; Design</b>	2,163,140
<b>THE GOURMET BAKER</b>	1,896,357
<b>THE GOURMET BAKER &amp; Design</b>	1,896,358

**Trademark Applications**

<b>MARK</b>	<b>SERIAL NO.</b>
<b>OLD MILL</b>	76/520,952

**AMENDED AND RESTATED GRANT OF SECURITY  
INTEREST IN TRADEMARK RIGHTS**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 8, 2003 is made by ROBIN HOOD MULTIFOODS INC., a corporation organized under the laws of the Province of Ontario and a Subsidiary of the U.S. Borrower (the "Canadian Borrower") and the Canadian Subsidiary Guarantors which are signatories hereto, in favor of THE BANK OF NOVA SCOTIA, as Canadian collateral agent (in such capacity, the "Canadian Collateral Agent") for the Secured Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the Canadian Collateral Agreement, both of which are defined below.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of August 8, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among International Multifoods Corporation, a Delaware corporation (the "U.S. Borrower"), the Canadian Borrower (and together with the U.S. Borrower, the "Borrowers"), the banks and other financial institutions from time to time parties thereto (the "Lenders"), The Bank of Nova Scotia, as Canadian Funding Agent (in such capacity, the "Canadian Funding Agent"), U.S. Bank National Association, as administrative agent for the U.S. Lenders (in such capacity, the "U.S. Administrative Agent") and as administrative agent for the Canadian Lenders (in such capacity, the "Canadian Administrative Agent"), and certain other parties, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Canadian Borrower and the Canadian Subsidiary Guarantors have executed and delivered the Amended and Restated Canadian Collateral Agreement, dated as of August 8, 2003, made by each of the signatories thereto in favor of the Canadian Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Canadian Collateral Agreement");

WHEREAS, pursuant to the Canadian Collateral Agreement, the Canadian Borrower and the Canadian Subsidiary Guarantors pledged and granted to the Canadian Collateral Agent for the benefit of the Canadian Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including certain Trademarks and Trademark Licenses; and

WHEREAS, the Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories hereto have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories hereto agree, for the benefit of the Canadian Collateral Agent and the Lenders, as follows:

**Section 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Canadian Collateral Agreement.

**Section 2. Grant of Security Interest.** Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories hereto hereby pledge and grant a continuing security interest in the Trademarks and Trademark Licenses (excluding Restricted Intellectual Property, but otherwise including, without limitation, those items listed on Schedule A hereto), to the Canadian Collateral Agent for the benefit of the Canadian Collateral Agent and the Lenders to secure payment, performance and observance of the Secured Obligations.

**Section 3. Purpose.** This Agreement has been executed and delivered by Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Canadian Collateral Agent in connection with the Canadian Collateral Agreement and is expressly subject to the terms and conditions thereof. The Canadian Collateral Agreement (and all rights and remedies of the Canadian Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

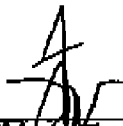
**Section 4. Acknowledgment.** Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories hereto do hereby further acknowledge and affirm that the rights and remedies of the Canadian Collateral Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Canadian Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 5. Existing Grant of Security Interest.** This Agreement amends and restates in its entirety the Grant of Security Interest in Trademark Rights, dated as of November 13, 2001 (the "Existing Grant of Security Interest"), made by the Canadian Borrower and the other signatories thereto in favor of Canadian Imperial Bank of Commerce, as collateral agent (the "Retiring Collateral Agent"), for which Existing Grant of Security Interest the Retiring Collateral Agent has resigned as collateral agent and the Lenders have appointed the Canadian Collateral Agent as the successor collateral agent pursuant to the Credit Agreement, provided that the obligations of the Canadian Borrower and the Canadian Subsidiary Guarantors which are signatories thereto under the Existing Grant of Security Interest shall continue under this Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement.

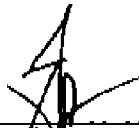
**Section 6. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


ROBIN HOOD MULTIFOODS INC.

By:   
Name: Steve Testa  
Title: Vice President and Treasurer

GOURMET BAKER INC.

By:   
Name: Steve Testa  
Title: Vice President and Treasurer

THE BANK OF NOVA SCOTIA  
as Canadian Collateral Agent for the Secured Parties

By:   
Name:  
Title:

PROVINCE OF )  
ONTARIO ) ss  
)

On the 8<sup>th</sup> day of August 2003, before me personally came Steve Testa, who is personally known to me to be the Vice President & Treasurer of ROBIN HOOD MULTIFOODS INC., a corporation organized under the laws of the Province of Ontario; who, being duly sworn, did depose and say that ~~she~~he is the Vice President & Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~he acknowledged said instrument to be the free act and deed of said corporation.

Gwen Cheung  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

PROVINCE OF )  
ONTARIO ) ss  
)

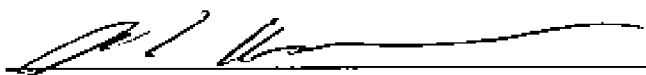
On the 8<sup>th</sup> day of August, 2003, before me personally came Stevie Testa, who is personally known to me to be the Vice President & Treasurer of GOURMET BAKER INC., a corporation organized under the laws of the Province of Ontario; who, being duly sworn, did depose and say that ~~she~~/he is the Vice President & Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that ~~she~~/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that ~~she~~/he acknowledged said instrument to be the free act and deed of said corporation.

Gwen Cheung  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

PROVINCE OF )  
ONTARIO ) ss  
)

On the 8 day of August, 2003, before me personally came Brian Evans, who is personally known to me to be the Managing Director of THE BANK OF NOVA SCOTIA; who, being duly sworn, did depose and say that he/she is the Managing Director in such bank, the bank described in and which executed the foregoing instrument; that he/she executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that he/she acknowledged said instrument to be the free act and deed of said bank.

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)