

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aurora Foods Inc.		12/01/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	NEW YORK
Postal Code:	77252
Entity Type:	New York banking corporation:

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2271209	
Registration Number:	2507658	LOG CABIN PREMIUM BLENDS
Registration Number:	2607867	COUNTRY CABIN
Registration Number:	2502706	MRS. BUTTERWORTH'S
Serial Number:	75826138	WAFFLES TO GO
Serial Number:	78100764	MRS. BUTTERWORTH'S
Registration Number:	2621585	MRS. BUTTERWORTH'S
Serial Number:	78109717	MRS. BUTTERWORTH'S PUSH UP PANCAKES
Serial Number:	78158712	BLAST O' BLUE
Serial Number:	78158830	GALACTIC GREEN
Serial Number:	78159381	COLOR BLAST
Serial Number:	78173483	POWER-UP PURPLE
Serial Number:	78304774	SYRUP DUNK'ERS
Serial Number:	78102808	ONLY MRS. PAUL'S
Serial Number:	78102827	ALWAYS THE FINEST. SPECIALLY PREPARED. ONLY MRS.

TRADEMARK

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REEL: 002756 FRAME: 0924

OP \$865.00 2271209

		PAUL'S
Registration Number:	2426021	CRISP & HEALTHY
Registration Number:	2618409	VAN DE KAMP'S
Serial Number:	78275107	FISH 'N DIPS
Registration Number:	2290638	YOU'RE WHY I BAKE
Registration Number:	2667348	CREATE YOUR OWN
Registration Number:	2643026	MOIST DELUXE
Serial Number:	78126761	CANDY FACTORY
Serial Number:	78203037	FUN FROSTERS
Serial Number:	78275122	BAKERY DELUXE
Serial Number:	78304823	SIGNATURE DESSERTS
Serial Number:	78110248	LENDER'S
Serial Number:	78110251	LENDER'S
Serial Number:	78177969	BAGELS THE WAY THEY WERE MEANT TO BE
Registration Number:	2775738	LENDER'S AUTHENTIC BAGELS SINCE 1927
Serial Number:	78185498	BAGEL STUFFERS
Serial Number:	78247176	LENDER'S
Serial Number:	75479733	AURORA FOODS
Serial Number:	76242548	AURORA FOODS INC.
Serial Number:	76242572	AURORA FOODS INC. AMERICA'S BRANDS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-2365
 Email: LBLewy@stblaw.com
 Correspondent Name: Jason A. Cohen, Esq.
 Address Line 1: Simpson Thacher & Bartlett LLP
 Address Line 2: 425 Lexington Avenue
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0502
NAME OF SUBMITTER:	Lea B. Levy

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 1, 2003, is made by Aurora Foods Inc., a Delaware Corporation (the "Company"), and Sea Coast Foods, Inc., a Washington corporation (together with the Company, the "Grantors"), in favor of JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), a New York banking corporation, as administrative agent for and representative of (in such capacity herein called the "Secured Party") the financial institutions (the "Lenders") party to the Fifth Amended and Restated Credit Agreement, dated as of November 1, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Lenders and the Secured Party, as Administrative Agent, and any Interest Rate Exchangers (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to make, and have made, certain loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (as defined in the Credit Agreement) with one or more Lenders or their Affiliates (in such capacity, collectively, the "Interest Rate Exchangers") in accordance with the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Fifth Amended and Restated Security Agreement, dated as of November 1, 1999, in favor of the Secured Party (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), for the benefit of the Lenders and any Interest Rate Exchangers;

WHEREAS, pursuant to Section 1 of the Security Agreement, each Grantor assigned to the Secured Party, and granted to the Secured Party, a continuing security interest in all trademarks, trademark applications, trade names, trade secrets, trade dress, service marks, business names, patents, patent applications, licenses, copyrights and copyright applications owned by such Grantor, and all goodwill associated with any of the foregoing (collectively, the "Trademarks"), and all of such Grantor's right, title and interest in such Trademarks, in each case whether then or thereafter existing or in which such Grantor then or thereafter acquired an interest and wherever the same may be located;

WHEREAS, after execution of the Security Agreement, additional Trademarks (as set forth on Schedule A) have been acquired by the Grantors; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor hereby agrees 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 Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Secured Party, for the benefit of the Secured Party and the Lenders and any Interest Rate Exchangers, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors 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 Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party and the Lenders and any Interest Rate Exchangers thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party and the Lenders and any Interest Rate Exchangers with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security 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. 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.

AURORA FOODS INC.

By: William R. McManaman

Name: William R. McManaman

Title: Executive Vice President

SEA COAST FOODS, INC.

By: William R. McManaman

Name: William R. McManaman

Title: Executive Vice President

JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK), as Secured Party

By: _____

Name:

Title:

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.

AURORA FOODS INC.

By: _____
Name:
Title:

SEA COAST FOODS, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK (formerly known as THE
CHASE MANHATTAN BANK), as Secured Party

By: 
Name: **THOMAS F. MAHER**
Title: **MANAGING DIRECTOR**

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On the 2 day of December, 2003, before me personally came William H. Manamon, who is personally known to me to be the Executive Vice President of Aurora Foods Inc., a Delaware Corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President 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.

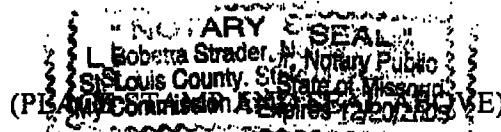

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF Missouri)
COUNTY OF St. Louis) ss


On the 2 day of December, 2003, before me personally came William P. N. Nananen, who is personally known to me to be the Executive Vice President of Sea Coast Foods, Inc., a Washington Corporation; who, being duly sworn, did depose and say that she/he is the Executive Vice President 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.

L. Bobetta Strader
Notary Public



STATE OF New York)
COUNTY OF New York) ss

On the 1st day of December, 2003, before me personally came
Thomas F. Maher, who is personally known to me to be the
Managing Director of JPMorgan Chase Bank (formerly known as THE CHASE
MANHATTAN BANK), a New York banking corporation; who, being duly sworn, did depose
and say that she/he is the Managing Director in such corporation, the corporation described
herein 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.


Notary Public

MARGARITA ORTIZ
Notary Public State of New York
Registration #01OR6041062
Qualified in Queens County
My Commission Expires May 1, 2006

SCHEDULE A

U.S. Trademarks Registrations and Applications

Title	App./Reg. No.
DESIGN ONLY	2,271,209
LOG CABIN PREMIUM BLENDS AND DESIGN	2,507,658
COUNTRY CABIN	2,607,867
MRS. BUTTERWORTH'S	2,502,706
WAFFLES TO GO	75/826,138
MRS. BUTTERWORTH'S	78/100,764
MRS. BUTTERWORTH'S	2,621,585
MRS. BUTTERWORTH'S PUSH UP PANCAKES	78/109,717
BLAST O' BLUE	78/158,712
GALACTIC GREEN	78/158,830
COLOR BLAST	78/159,381
POWER-UP PURPLE	78/173,483
SYRUP DUNK'ERS	78/304,774
ONLY MRS. PAUL'S	78/102,808
ALWAYS THE FINEST. SPECIALLY PREPARED. ONLY MRS. PAUL'S	78/102,827
CRISP & HEALTHY AND DESIGN	2,426,021
VAN DE KAMP'S	2,618,409
FISH 'N DIPS	78/275,107
YOU'RE WHY I BAKE	2,290,638
CREATE YOUR OWN	2,667,348
MOIST DELUXE	2,643,026
CANDY FACTORY	78/126,761
FUN FROSTERS	78/203,037
BAKERY DELUXE	78/275,122
SIGNATURE DESSERTS	78/304,823
LENDER'S	78/110,248
LENDER'S	78/110,251
BAGELS THE WAY THEY WERE MEANT TO BE	78/177,969
LENDER'S AUTHENTIC BAGELS SINCE 1927 AND DESIGN	2,775,738
BAGEL STUFFERS	78/185,498
LENDER'S	78/247,176
AURORA FOODS	75/479,733
AURORA FOODS INC. AND DESIGN	76/242,548
AURORA FOODS INC. AMERICA'S BRANDS AND DESIGN	76/242,572
FUN FROSTERS	78/203,037
SKILLET DINNER	2,270,067

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