

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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):

Canadian Imperial Bank of Commerce,
As Collateral Agent

- Individual(s)
- General Partnership
- Corporation-State
- Other A Canadian chartered bank
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 08/08/03

2. Name and address of receiving party(ies)

Name: Bank of Nova Scotia, As Collateral Agent
Internal Address: Scotia Plaza, 62nd Floor

Street Address: 40 King Street West

City: Toronto, Canada State: _____ Zip: M5W 2X6

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,673,568

Additional number(s) attached Yes No

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

Name: Kevin H. Fink

Internal Address: Jones Dr

Street Address: 901 LAKESIDE AVE.

City: Cleveland State: OH Zip: 44104

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501432
(Internal ref. 599928-000-034)

DO NOT USE THIS SPACE

9. Signature.

James R. Mix
Name of Person Signing

[Signature]
Signature

6/18/04
Date

Total number of pages including cover sheet, attachments, and document: 35

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

CH \$240.00 501432 1673568

U.S. TRADEMARKS

TITLE	STATUS	REG.NO.
BUMBLEBERRY	Registered	1,673,568
BUMBLEBERRY	Registered	1,761,579
OLD MILL	Registered	2,838,229
GOLD MILL and Design	Registered	1,798,022
RED RIVER	Registered	2,077,155
RED RIVER CEREAL & Design	Registered	2,163,140
THE GOURMET BAKER	Registered	1,896,357
THE GOURMET BAKER & Design	Registered	1,896,358
GOLDEN TEMPLE (and Design)	Registered	1,297,895

GLOBAL ASSIGNMENT AND ACCEPTANCE

This Global Assignment and Acceptance ("Agreement") is made as of August 8, 2003 by and among (i) INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation (the "U.S. Borrower"), (ii) ROBIN HOOD MULTIFOODS INC., an Ontario corporation and a Subsidiary of the U.S. Borrower (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), (iii) those Canadian Revolving Lenders (the "Exiting Canadian Lenders") and those U.S. Revolving Lenders (the "Exiting U.S. Revolving Lenders" and collectively with the Exiting Canadian Lenders, the "Exiting Lenders") which are party to that certain Credit Agreement dated as of September 28, 2001 (as amended, supplemented, or otherwise modified from time to time prior to the date of this Agreement, the "Existing Credit Agreement"), by and between the Borrowers, the Exiting Lenders, RABOBANK INTERNATIONAL as Documentation Agent, UBS WARBURG LLC, as Syndication Agent, and CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as the U.S. Administrative Agent and in its capacity as the Canadian Administrative Agent under the Existing Credit Agreement (in such capacities, the "Existing U.S. Administrative Agent" and the "Existing Canadian Administrative Agent" and together, the "Existing Administrative Agents") and certain other parties and which are parties to this Agreement, (iv) the Existing U.S. Administrative Agent, (v) the Existing Canadian Administrative Agent and (vi) the Canadian Revolving Lenders (as defined in the New Credit Agreement referred to below, the "New Canadian Revolving Lenders") and the U.S. Revolving Lenders (as defined in the New Credit Agreement referred to below, the "New U.S. Revolving Lenders" and collectively with the New Canadian Revolving Lenders, the "New Lenders") party to the New Credit Agreement (as defined below).

RECITALS

WHEREAS, the Exiting Lenders, the Existing Administrative Agents and certain other parties have entered into the Existing Credit Agreement with the Borrowers;

WHEREAS, substantially simultaneously herewith, the New Lenders, U.S. Bank National Association, as U.S. Administrative Agent and as Canadian Administrative Agent (each as defined in the New Credit Agreement referred to below and, together, the "New Administrative Agents"), The Bank of Nova Scotia, as Canadian funding agent, the Borrowers and certain other parties are entering into an amendment and restatement of the Existing Credit Agreement and certain of the Loan Documents (as such term is defined in the Existing Credit Agreement, the "Existing Loan Documents") pursuant to an Amended and Restated Credit Agreement as of even date with this Agreement (the "New Credit Agreement") and the other Loan Documents (as such term is defined in the New Credit Agreement, the "New Loan Documents"); and

WHEREAS, the Exiting Lenders have agreed to assign their interests under the Existing Credit Agreement and Existing Loan Documents to the New Lenders, which interests will from and after the date of this Agreement, and upon satisfaction of the conditions precedent to the

effectiveness of the New Credit Agreement, be governed by the terms of the New Credit Agreement and the New Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy thereof which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, terms defined in the Existing Credit Agreement and used herein have the meanings given to them in the Existing Credit Agreement.

2. Assignment to New Lenders. The Existing Canadian Revolving Lenders and the Existing U.S. Revolving Lenders hereby irrevocably sell and assign to the New Canadian Revolving Lenders and the New U.S. Revolving Lenders, respectively, without recourse to the Existing Lenders, and, subject to the last sentence of this Section, the New Canadian Revolving Lenders and the New U.S. Revolving Lenders, severally but not jointly, hereby irrevocably purchase and assume from the Existing Canadian Revolving Lenders and the Existing U.S. Revolving Lenders, respectively, without recourse to the Existing Lenders, as of the Effective Date (as defined below), the entire interest described in Schedule I hereto (the "Assigned Interest") in and to the applicable Existing Lenders' rights and obligations under the Existing Credit Agreement and the Existing Loan Documents with respect to those credit facilities contained in the Existing Credit Agreement as are set forth on Schedule I hereto (individually, an "Assigned Facility," collectively, the "Assigned Facilities"), in a principal amount for each Assigned Facility as set forth on Schedule I hereto. Following such sale, assignment, purchase and assumption each New Lender shall own and have an interest in the Assigned Facilities in the amount of its Canadian Revolving Percentage and/or U.S. Revolving Percentage (each as defined in the New Credit Agreement), as applicable.

3. Payments on Effective Date. Upon the Effective Date, the amount of the U.S. Revolving Loans and Canadian Revolving Loans of the Existing Lenders, including all principal, interest, fees and other amounts payable to the Existing Lenders as of the Effective Date, shall be paid to the relevant Existing Administrative Agent in the amounts set forth in Schedule II hereto (and shall be distributed by such Existing Administrative Agent to the relevant Existing Lenders), and the Existing Lenders shall relinquish their respective rights and be released from their respective obligations under the Existing Credit Agreement and Existing Loan Documents except with respect to any such rights specifically stated to survive repayment of the Loans and all other amounts payable under the Existing Credit Agreement. From and after the Effective Date, each Existing Lender relinquishes its rights and is released from its obligations under the Existing Credit Agreement and Existing Loan Documents except with respect to any rights specifically stated to survive repayment of the Loans and all other amounts payable under the Existing Credit Agreement and except to the extent such Existing Lender is also a New Lender and has rights and obligations under the New Credit Agreement and the New Loan Documents.

4. Representations of Existing Lenders. Each of the Existing Lenders (a) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Existing Credit Agreement or with respect to the execution, legality, validity, enforceability, genuineness, sufficiency or value

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

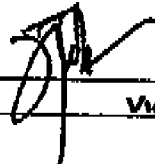
U.S. Borrower:

INTERNATIONAL MULTIFOODS
CORPORATION

By: 
Its: Vice President and Treasurer

nadian Borrower:

ROBIN HOOD MULTIFOODS INC.

By: 
Its: VICE PRESIDENT & TREASURER

Signature Page to Global Assignment and Acceptance
S-2

Existing U.S. Administrative Agent,
Existing Canadian Administrative Agent,
Exiting Lender and New Lender:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Sam Marra
Title: Manager, Commercial Credit

By: 

Name: Patrick Ng
Title: Manager, Commercial Credit

New Lender:

BANK OF MONTREAL
(Toronto Branch)

By: R. Wright
Its: VICE - PRESIDENT

BANK OF MONTREAL
(Chicago Branch)

By: _____
Its: _____

Signature Page to Global Assignment and Acceptance

S-10

TRADEMARK
REEL: 002873 FRAME: 0919

aw Lender:

BANK OF MONTREAL
(Toronto Branch)

By: _____
Its: _____

BANK OF MONTREAL
(Chicago Branch)

By: Lee M. Brodne
Its: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and to be executed as of the date first above written by their respective duly authorized officers on Schedule I hereto.

U.S. Borrower:

INTERNATIONAL MULTIFOODS CORPORATION

By: _____
Its: _____

Canadian Borrower:

ROBIN HOOD MULTIFOODS INC.

By: _____
Its: _____


Existing U.S. Administrative Agent,
Existing Canadian Administrative Agent,
Exiting Lender and New Lender:

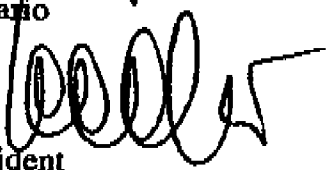
CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Its: _____

Exiting Lender:

BANCA NAZIONALE DEL LAVORO SPA


By: Francesco Di Mario
Its: Vice President


By: Carlo Vecchi
Its: Senior Vice President

Exiting Lender:

COOPERATIVE CENTRALE RAFFEISEN

By: _____
Its: _____

Exiting Lender:

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

Exiting Lender and New Lender:

THE BANK OF NEW YORK

By: 
John-Paul Marotta
Vice President


Signature Page to Global Assignment and Acceptance
S-13

TRADEMARK
REEL: 002873 FRAME: 0923

Original Lender and New Lender:

THE BANK OF NOVA SCOTIA

By: 
Its: Kathleen Coulson
DIRECTOR

By: 
Its: Rose Porter
Director

Exiting Lender and New Lender:

BANK OF TOKYO-MITSUBISHI, LTD.,
Chicago Branch

By: Patrick McCue
Its: Vice President & Manager

Signature Page to Global Assignment and Acceptance

S-18

TRADEMARK
REEL: 002873 FRAME: 0925

Exiting Lender and New Lender:

COOPERATIEVE CENTRALE RAFFEISEN-
BOERENLEENBANK, B.A., "RABOBANK
INTERNATIONAL" NEW YORK BRANCH *lan*

By: *David W. Nelson*
Its: _____
David W. Nelson
Managing Director

By: *Ian Reece*
Name: Ian Reece
Title: Managing Director

by Lender:

FARM CREDIT SERVICES OF AMERICA, PCA

By: *R. J. [Signature]*
Its: Vice President

Signature Page to Global Assignment and Acceptance

S-23

TRADEMARK
REEL: 002873 FRAME: 0927

By Lender:

FARM CREDIT SERVICES OF MINNESOTA
VALLEY, PCA dba FCS COMMERCIAL
FINANCE GROUP

By: 
Its: Managing Director

Signature Page to Global Assignment and Acceptance
S-21

TRADEMARK
REEL: 002873 FRAME: 0928

Exiting Lender:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: W. Jerome McDermott
Its: _____

W. JEROME McDERMOTT
DULY AUTHORIZED SIGNATORY

Signature Page to Global Assignment and Acceptance

S-9

TRADEMARK
REEL: 002873 FRAME: 0929

Exiting Lender and New Lender:

GREENSTONE FARM CREDIT SERVICES,
ACA/FLCA

By: _____

Alfred S. Compton, Jr.

Its: VP/Sr. Lending Officer

Signature Page to Global Assignment and Acceptance

S-12

TRADEMARK
REEL: 002873 FRAME: 0930

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and to be executed as of the date first above written by their respective duly authorized officers on Schedule I hereto.

U.S. Borrower:

INTERNATIONAL MULTIFOODS CORPORATION

By: _____
Its: _____

Canadian Borrower:

ROBIN HOOD MULTIFOODS INC.

By: _____
Its: _____



Existing U.S. Administrative Agent,
Existing Canadian Administrative Agent,
Exiting Lender and New Lender:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Its: _____

Exiting Lender:

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

By:  
By: Alton Pollard Geraldine Hannon
Its: Authorized Signatories

Exiting Lender:

BANCA NATIONALE DEL LAVORO SPA

By: _____
Its: _____

Exiting Lender:

COOPERATIVE CENTRALE RAFFEISEN

By: _____
Its: _____

as Lender:

JPMORGAN CHASE BANK



By: B. B. Wuthrich

Its: Vice President

Signature Page to Global Assignment and Acceptance

S-21

TRADEMARK
REEL: 002873 FRAME: 0932

Law Lender:

JPMORGAN CHASE BANK

By: _____
Its: _____

JPMORGAN CHASE BANK,
Toronto Branch

By: D. McDonald
Its: _____

Drew McDonald
Vice President

Signature Page to Global Assignment and Acceptance
S-20

TRADEMARK
REEL: 002873 FRAME: 0933

ng Lender and New Lender:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Its: Commercial Banking Officer

Signature Page to Global Assignment and Acceptance
S-13

TRADEMARK
REEL: 002873 FRAME: 0934

Exiting Lender and New Lender:

LAURENTIAN BANK OF CANADA


By: Alain Goyette _____

Its: Senior Manager _____

Signature Page to Global Assignment and Acceptance

S-17

TRADEMARK
REEL: 002873 FRAME: 0935

By Lender:

MIZUHO CORPORATE BANK, LTD.

By: 
Its: VP & Team Leader

Signature Page to Global Assignment and Acceptance
S-23

TRADEMARK
REEL: 002873 FRAME: 0936

By Lender:

PNC BANK, N.A.

By: Chaon Juffel
Its: Assistant Vice President

Signature Page to Global Assignment and Acceptance

S-25

TRADEMARK
REEL: 002873 FRAME: 0937

By: _____

Its: _____

THE NORINCHUNKIN BANK, NEW YORK

Exiting Lender:

By: _____

Its: _____

THE PROVIDENT BANK

By: _____

Its: _____



CHRISTOPHER S. GRIBBLE

VICE PRESIDENT

Exiting Lender:

WACHOVIA BANK NATIONAL ASSOCIATION

By: _____

Its: _____

Exiting [and New] Lender:

RABOBANK NEDERLAND CANADIAN
BRANCH

By: _____

Its: _____

Exiting Lender and New Lender:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: _____

Exiting Lender and New Lender:

GREENSTONE FARM CREDIT

By: _____

Its: _____

Exiting Lender and New Lender:

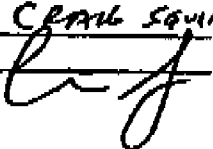
THE BANK OF NEW YORK

Exiting Lender:

RABOBANK NEDERLAND CANADIAN
BRANCH

Govert Verstralen
General Manager

By: 
Its: 
Principal Officer

CRAIG SQUIRES AUR


Signature Page to Global Assignment and Acceptance
S-10

TRADEMARK
REEL: 002873 FRAME: 0939

aw Lender:

SUNTRUST BANK

By: MICHAEL LAPORIS

Its: DIRECTOR

Exiting Lender and New Lender:

U.S. BANK NATIONAL ASSOCIATION

By: David G. Drayton
Its: VP

Signature Page to Global Assignment and Acceptance
S-11

TRADEMARK
REEL: 002873 FRAME: 0941

Exiting Lender:

By: _____
Its: _____
THE NORINCHUNKIN BANK, NEW YORK

Exiting Lender:

By: _____
Its: _____
THE PROVIDENT BANK

Exiting Lender:

By: _____
Its: _____
WACHOVIA BANK NATIONAL ASSOCIATION

By: *[Signature]*
Its: Director

Exiting [and New] Lender:

RABOBANK NEDERLAND CANADIAN
BRANCH
By: _____
Its: _____

Exiting Lender and New Lender:

U.S. BANK NATIONAL ASSOCIATION
By: _____
Its: _____

Exiting Lender and New Lender:

GREENSTONE FARM CREDIT
By: _____
Its: _____

Exiting Lender and New Lender:

THE BANK OF NEW YORK

Exiting Lender and New Lender:

WELLS FARGO BANK NATIONAL
ASSOCIATION

By:

Its:



VICE PRESIDENT

Signature Page to Global Assignment and Acceptance

S-15

TRADEMARK
REEL: 002873 FRAME: 0943

Schedule I to
Global Assignment and Acceptance

Assigned Interests

<u>U.S. Revolving Lender</u>	<u>U.S. Revolving Commitment</u>	<u>U.S. Revolving Percentage</u>
Banca Nazionale Del Lavoro SPA	\$4,545,455.00	6.06060667%
Bank of New York	\$6,818,182.00	9.09090933%
Bank of Tokyo-Mitsubishi, Ltd.	\$9,090,909.00	12.12121200%
Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A., "Rabobank International" New York Branch	\$5,654,101.00	7.53880133%
General Electric Capital Corporation	\$2,272,727.27	3.03030334%
Green Stone Farm Credit Services, ACA/FLCA	\$6,818,182.00	9.09090933%
LaSalle Bank National Association	\$4,545,455.00	6.06060667%
The Governor and Company of The Bank of Scotland	\$4,545,455.00	6.06060667%
The Provident Bank	\$1,818,182.00	2.42424267%
U.S. Bank National Association	\$12,308,203.00	16.41093733%
Wachovia Bank National Association	\$4,545,455.00	6.06060667%
Wells Fargo Bank NA	\$4,545,455.00	6.06060667%

<u>Canadian Revolving Lender</u>	<u>Canadian Revolving Commitment</u>	<u>Canadian Revolving Percentage</u>
Canadian Imperial Bank of Commerce	C\$6,636,177.41	20.38608%
Bank of Nova Scotia	C\$11,780,146.78	36.18815%
Laurentian Bank of Canada	C\$7,068,088.71	21.71289%
Rabobank Nederland Canadian Branch	C\$4,712,058.07	14.47526%
Bank of Tokyo-Mitsubishi	C\$2,356,029.03	7.23763%

<u>Canadian Swingline Lender</u>	<u>Canadian Swingline Commitment</u>	<u>Canadian Swingline Percentage</u>
Canadian Imperial Bank of Commerce	C\$7,500,000	100%

***Capitalized terms used in this Schedule have the meanings given to them in the Existing Credit Agreement**

Payoff Amounts

U.S. Revolving Loans

Bank of New York
ABA: 021-000-018
Account Name: CIBC, NY Branch
Account No.: 890-0331-046
For Further Credit Account Name: Agented Loans
For Further Credit Account No.: 07-09611
Attention: Agency Services
Ref: International Multifoods Payoff

Outstanding Principal: \$36,184,159.96
Accrued Interest and Fees \$ 118,541.78
Estimated Breakage Costs: \$ 2,455.71

Total Amount: \$36,305,157.45

Canadian Revolving Loans

Bank of New York
ABA: 021-000-018
Account Name: CIBC, NY Branch
Account No.: 890-0331-046
For Further Credit Account Name: Agented Loans
For Further Credit Account No.: 07-09611
Attention: Agency Services
Ref: International Multifoods Payoff

Outstanding Principal: \$21,569,260.80
Accrued Interest and Fees \$ 34,971.23
Total Amount: \$21,604,232.03