

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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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: 8/8/03

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association,
Internal As Collateral Agent
Address: _____

Street Address: 800 Nicollet Avenue

City: Minneapolis State: MN Zip: 55402-7020

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

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) 1,827,617

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 DAY

Street Address: 901 Lakeside Ave. c.

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: _____

158

7. Total fee (37 CFR 3.41).....\$ 3,965.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501432
(Internal ref. 599920-000-034)

DO NOT USE THIS SPACE

9. Signature.

JAMES R. MIX

Name of Person Signing



Signature

6/18/04

Date

38

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

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

CH \$3965.00 501432 78206945

Additional Trademark Numbers

**Assignment of Security Interest From Canadian Imperial Bank of Commerce, As
Collateral Agent, to U.S. Bank National Association, As Collateral Agent**

NO.	MARK	STATUS	REG. NO./APP. NO.
1	BAKERS HEAVEN	Registered	1,827,617
2	BALLARD	Renewed	851,547
3	BALLARD (Stylized)	Registered	595,284
4	BICK'S (Stylized)	Renewed	992,639
5	BIG JO (and Design)	Renewed	232,924
6	BIXMIX (and Design)	Renewed	757,473
7	BURRUS LIGHT CRUST (and Design)	Renewed	762,831
8	CABIN HOME	Renewed	792,343
9	CHOCOLATE MANIA	Registered	1,966,620
10	CHOCOVIVA!	Registered	1,893,708
11	CINDERELLA (Stylized)	Renewed	61,906
12	CINDERELLA (Stylized)	Renewed	589,403
13	CONFETTI FUNFETTI	Registered	2,670,442
14	CORNBREAD CREATIONS	Registered	2,828,630
15	CORNERSTONE	Registered	1,833,439
16	"COTTON PICKIN' CORNBREAD"	Registered	2,788,916
17	CREAMY SUPREME	Registered	1,919,083
18	CREAMY SUPREME	Registered	2,813,038
19	DANIEL WEBSTER (and Design)	Renewed	225,824
20	DESIGN (SYRUP BOTTLE)	Registered	2,345,771
21	DESSERT TODAY	Registered	2,128,714
22	DOÑA LAPINA (Design)	Registered	1,890,052
23	DUTCH TREAT	Registered	1,798,839
24	EASY MASH'D	Registered	2,820,492
25	EXTRA LIGHTS	Registered	856,649
26	EXTREME FUDGE	Pending	78/205,945
27	EXTREME FUDGE CHUNK	Pending	78/215,263
28	FANTASIA (Stylized)	Registered	797,541
29	FARMHOUSE	Registered	1,855,320
30	FARMHOUSE (Design)	Registered	2,745,639
31	FIT FOR A PRINCE (Stylized)	Renewed	61,905
32	FLAP-STAX	Renewed	793,750
33	FUN CELEBRATIONS MADE EASY	Registered	2,525,284
34	FUNFETTI	Pending	78/211,286
35	FUNFETTI	Renewed	1,593,288

NO.	MARK	STATUS	REG. NO./APP. NO.
36	FUNFETTI	Registered	2,200,591
37	FUNFETTI	Registered	2,629,396
38	FUNFETTI CAKE MIX	Registered	1,593,289
39	FUNFISH FUNFETTI	Registered	2,670,443
40	GLADIOLA	Registered	1,469,282
41	GLADIOLA (and Design)	Renewed	825,031
42	GOLDEN TEMPLE	Registered	1,297,895
43	GOLDEN TEMPLE (and Design)	Registered	2,026,781
44	GOLDRIM (and Design)	Renewed	246,587
45	GOLDRIM (and Design)	Renewed	248,604
46	GOOD 'N' MOIST	Registered	1,550,390
47	GOODNESS GRACIOUS, IT'S GOOD!	Registered	2,775,788
48	GOODNESS GRACIOUS, IT'S GOOD	Renewed	879,581
49	HAY MARKET	Renewed	876,687
50	HEARTY BAKED	Registered	2,849,611
51	HI-DEMAND	Registered	1,486,369
52	HIGH-M	Registered	1,828,455
53	HOT RIZE (and Design)	Renewed	634,147
54	HUNGRY JACK	Renewed	339,297
55	HUNGRY JACK	Renewed	807,335
56	HUNGRY JACK	Renewed	829,863
57	HUNGRY JACK	Renewed	844,695
58	HUNGRY JACK	Registered	1,673,056
59	HUNGRY JACK (Design Only)	Registered	2,048,418
60	IM (and Design)	Renewed	1,051,674
61	IM (and Design)	Registered	1,237,030
62	IM INTERNATIONAL MULTIFOODS (and Design)	Registered	1,239,935
63	INTERNATIONAL MULTIFOODS	Registered	1,239,136
64	JAMCO	Pending	2,540,049
65	JAMCO	Registered	1,159,339
66	JIM DANDY (and Design)	Registered	1,198,172
67	KEYNOTE (and Design)	Renewed	134,431
68	LA PINA	Registered	330,485
69	LIGHT CRUST	Renewed	50,479
70	LIGHT CRUST	Renewed	502,439
71	LIGHT CRUST (and Design)	Renewed	615,415
72	LITTLE PRINCESS (and Design)	Renewed	767,929
73	M MULTIFOODS (and Design)	Registered	1,822,991
74	MAKE IT DELICIOUS. MAKE IT FARMHOUSE	Pending	75/652,832
75	MARTHA WHITE	Pending	78/197,628

NO.	MARK	STATUS	REG. NO./APP. NO.
76	MARTHA WHITE	Renewed	884,253
77	MARTHA WHITE (and Design)	Renewed	1,587,016
78	MARTHA WHITE (and Design)	Renewed	1,587,017
79	MARTHA WHITE (and Design)	Registered	1,648,967
80	MARTHA WHITE (Design Only)	Renewed	883,866
81	MARTHA WHITE BOLTED WHITE ENRICHED SELF- RISING (and Design)	Renewed	726,321
82	MARTHA WHITE COTTON PICKIN'	Renewed	838,893
83	MARTHA WHITE, A SOUTHERN FAMILY TRADITION	Registered	2,826,578
84	MARTHA WHITE'S CEE-LECT (and Design)	Renewed	634,918
85	MOIST SUPREME	Registered	1,910,878
86	MOIST SUPREME	Registered	2,804,941
87	MORNING MEDLEY	Registered	1,784,317
88	MOTHER'S BEST	Renewed	678,544
89	MOTHER'S BEST	Renewed	697,877
90	MOTHER'S BEST	Renewed	798,613
91	MULTIFOODS	Renewed	958,641
92	MULTIFOODS BAKERY PRODUCTS SINCE 1892 (and Design)	Registered	1,872,643
93	MULTIFOODS DISTRIBUTION (and Design)	Registered	2,477,150
94	NORSEMAN	Registered	1,783,558
95	OMEGA (and Design)	Renewed	856,147
96	PET	Registered	728,611
97	PET (Cow Head Design Only)	Registered	200,923
98	PET (Stylized)	Registered	88,285
99	PET COOLIE	Registered	2,681,160
100	RADIANCE ROSE	Renewed	843,388
101	RED BAND	Registered	1,457,655
102	RED BAND (Design)	Registered	230,023
103	RED RIVER	Registered	2,163,140
104	ROBIN HOOD	Renewed	132,001
105	ROBIN HOOD (Stylized)	Registered	1,250,615
106	ROBIN HOOD	Registered	1,250,616
107	ROBIN HOOD (and Design)	Renewed	680,113
108	ROBIN HOOD (Design Only)	Renewed	777,509
109	ROBIN HOOD (Design Only)	Renewed	1,020,031
110	SEAL OF MINNESOTA (Stylized)	Renewed	611,828
111	SEGO	Registered	854,748
112	SEGO (and Design)	Registered	84,441

NO.	MARK	STATUS	REG. NO./APP. NO.
113	SHIP (Design Only)	Registered	1,317,247
114	SHOP PRIDE	Renewed	1,113,721
115	SNACKBATCH	Registered	2,841,803
116	SNOWDRIFT	Renewed	136,636
117	SNOWDRIFT (and Design)	Renewed	67,061
118	SOFTASILK (Stylized)	Registered	208,874
119	SPUDFLAKES OLD FASHIONED GOOD NEW FANGLED EASY (and Design)	Renewed	828,935
120	STAR D'LIGHTS	Registered	2,134,556
121	STAR-DEMAND	Registered	1,551,168
122	STARS & STRIPES	Pending	76/421,510
123	STARS & STRIPES	Registered	2,744,453
124	THE DAIRY GOODNESS PEOPLE	Registered	2,810,540
125	THE PERFORMANCE BEHIND THE PROMISE	Registered	1,834,831
126	THE TASTE OF ELEGANCE	Registered	1,441,375
127	TREAT TOPPERS	Pending	78/200,837
128	ULTRA WHITE	Renewed	1,087,129
129	ULTRA-RISE	Registered	2,043,231
130	VELVET	Renewed	1,098,932
131	WHO IS YOUR HUNGRY JACK?	Registered	2,802,405
132	PILLSBURY	Registered	698,691
133	PILLSBURY	Registered	45,179
134	PILLSBURY (and design)	Registered	1,308,199
135	PILLSBURY (and design)	Registered	1,045,679
136	PILLSBURY (and design)	Registered	1,333,501
137	PILLSBURY and Dotted Swiss (design)	Registered	1,663,023
138	PILLSBURY'S (and design)	Registered	382,934
139	PILLSBURY'S (and design)	Registered	441,193
140	PILLSBURY (stylized)	Registered	563,259
141	PILLSBURY'S (and design)	Registered	45,182
142	PILLSBURY'S BEST (and design)	Registered	45,180
143	PILLSBURY'S BEST (wheat design)	Registered	1,818,089
144	PILLSBURY'S BEST (stylized)	Registered	552,213
145	PILLSBURY'S BEST XXXX (and design)	Registered	382,933
146	PILLSBURY'S BEST XXXX (stylized)	Registered	551,940
147	PILLSBURY'S BEST XXXX FLOUR (and design)	Registered	385,055
148	PILLSBURY'S REY DEL NORTE (and design)	Registered	216,568
149	DOUGHBOY	Registered	2,832,951

NO.	MARK	STATUS	REG. NO./APP. NO.
150	DOUGHBOY (design - pos. 1)	Registered	1,669,633
151	DOUGHBOY (design - pos. 1)	Registered	1,830,866
152	DOUGHBOY (design - pos. 2)	Registered	1,671,946
153	DOUGHBOY (design - pos. 4)	Registered	1,671,945
154	DOUGHBOY (design - pos. 5)	Registered	1,671,944
155	DOUGHBOY (design - pos. 7)	Registered	1,073,723
156	DOUGHBOY (design - pos. 14)	Registered	2,404,844
157	DOUGHBOY POINTS	Registered	2,475,291
158	DOUGHBOY DIPPERS	Pending	78/012,693

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 Exiting Canadian Revolving Lenders and the Exiting 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 Exiting 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 Exiting Canadian Revolving Lenders and the Exiting U.S. Revolving Lenders, respectively, without recourse to the Exiting 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 Exiting 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 Exiting Lenders, including all principal, interest, fees and other amounts payable to the Exiting 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 Exiting Lenders), and the Exiting 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 Exiting 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 Exiting Lender is also a New Lender and has rights and obligations under the New Credit Agreement and the New Loan Documents.
4. Representations of Exiting Lenders. Each of the Exiting 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

ROBIN HOOD MULTIFOODS INC.


By: 
Its: VICE PRESIDENT & TREASURER

Global Assignment and Acceptance
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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

By Lender:

**BANK OF MONTREAL
(Toronto Branch)**

By: R. Wright
Its: VICE - PRESIDENT

**BANK OF MONTREAL
(Chicago Branch)**

By: _____
Its: _____

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 LA VORO SPA

By: 
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
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TRADEMARK
REEL: 002874 FRAME: 0015

Exiting 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 McCre
Its: Vice President & Manager

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0017

Exiting Lender and New Lender:

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

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

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

New Lender:

FARM CREDIT SERVICES OF AMERICA, PCA

By: Y. J. [Signature]
Its: Vice President

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0019

By Lender:

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

By: Jeffrey R. Smith
Its: Managing Director

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0020

Exiting Lender:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: W Jerome McDermott
Its: _____

W. JEROME McDERMOTT
DULY AUTHORIZED SIGNATORY

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

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TRADEMARK
REEL: 002874 FRAME: 0022

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:  
Its: Authorized Signatories

Exiting Lender:

BANCA NATIONALE DEL LAVORO SPA

By: _____
Its: _____

Exiting Lender:

COOPERATIVE CENTRALE RAFFEISEN

By: _____
Its: _____

New Lender:

JPMORGAN CHASE BANK



By: B. B. Wuthrich

Its: Vice President

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0024

By Lender:

JPMORGAN CHASE BANK

By: _____
Its: _____

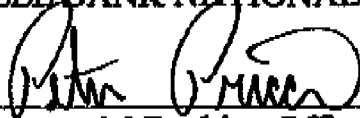
JPMORGAN CHASE BANK,
Toronto Branch

By: D. McDonald
Its: _____

Drew McDonald
Vice President


ing Lender and New Lender:

LASALLE BANK NATIONAL ASSOCIATION

By: 
Its: **Commercial Banking Officer**


Exiting Lender and New Lender:

LAURENTIAN BANK OF CANADA


By: Alain Goyette _____
Its: Senior Manager _____

sw Lender:

MIZUHO CORPORATE BANK, LTD.


By: Robert Gallagher
Its: VP & Team Leader

Signature Page to Global Assignment and Acceptance
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TRADEMARK
REEL: 002874 FRAME: 0028

New Lender:

PNC BANK, N.A.

By: Chau Jiffel
Its: Assistant Vice President

Exiting Lender:

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

Exiting Lender:

By: _____
Its: _____
THE PROVIDENT BANK

By:  _____
Its: CHRISTOPHER B. 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

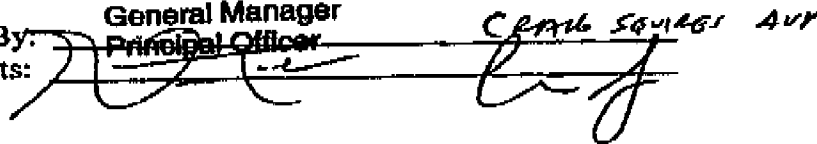
Govert Verstralen
General Manager

By:


~~Principal Officer~~

Its:

C. 2016 504261 AVP



ender:

SUNTRUST BANK

By: MICHAEL LAPRESS/
Its: DIRECTOR

ng Lender and New Lender:

U.S. BANK NATIONAL ASSOCIATION

By: David G. Draper
Its: VP

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
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TRADEMARK
REEL: 002874 FRAME: 0035

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**

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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