

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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):
PINNACLE FOODS GROUP INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DE
 Other

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

2. Name and address of receiving party(ies)
Name: DEUTSCHE BANK TRUST COMPANY AMERICAS
Internal Address:
Street Address: 60 WALL STREET
City: NEW YORK State: NY Zip: 10005

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State NY
 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: NOVEMBER 19, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
SEE ATTACHED.

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
SEE ATTACHED.

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Penelope Agodoa
 Internal Address: Federal Research Corporation
 Street Address: 1030 15th Street, NW
 Suite 920
 City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165⁰⁰

Enclosed
 Authorized to be charged to deposit account

B. Deposit account number:
50-3,55

(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.

BRADLEY R. PETERSEN *Bradley R. Petersen* DECEMBER 1, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

CH \$165.00 503155 72370344

Schedule II

A.I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Filed</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Pinnacle Foods Group Inc.	LENDER'S (STYLIZED)	9/10/1970	72/370,344	4/18/1972	932,754
Pinnacle Foods Group Inc.	LOG CABIN PREMIUM BLENDS & DESIGN	5/5/1999	75,708,958	11/13/2001	2,507,658
Pinnacle Foods Group Inc.	ORONOQUE ORCHARDS & DESIGN	3/20/1998	75/454,038	3/2/1999	2,228,766
Pinnacle Foods Group Inc.	PET-RITZ	5/24/1957	72/030,291	10/15/1957	653,166

A.II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Filed</u>	<u>Application Number</u>
Pinnacle Foods Group Inc.	AVALON BAY	1/22/2004	78/355,523
Pinnacle Foods Group Inc.	CARB-METER (REFILE ADDITIONAL GOODS)	5/20/2004	78/422,433
Pinnacle Foods Group Inc.	MRS. PAUL'S BOWLS		

TRADEMARK COLLATERAL AGREEMENT, dated as of November 19, 2004, among CRUNCH HOLDING CORP. ("Holdings"), PINNACLE FOODS GROUP INC. (as successor to PINNACLE FOODS HOLDING CORPORATION) (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of November 25, 2003 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the Lenders party thereto (the "Lenders") and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of November 25, 2003 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")) among Holdings, the Borrower, the Lenders, Deutsche Bank Trust Company Americas, as Administrative Agent, and JPMorgan Chase Bank, N.A. (formerly known as JPMorgan Chase Bank), Citicorp North America, Inc. and Canadian Imperial Bank of Commerce, as Co-Documentation Agents. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II,

- (b) all goodwill associated therewith or symbolized thereby, and
- (c) all trademark and service mark assets, rights and interests that uniquely reflect or embody goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CRUNCH HOLDING CORP.,

By

Kelly Maggs
Name: *Kelly Maggs*
Title: *Asst Sec'y*

[NYCOMP2462941v1]

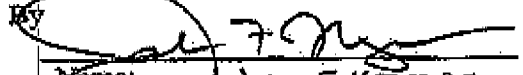
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PINNACLE FOODS GROUP INC. (as
successor to PINNACLE FOODS
HOLDING CORPORATION),

By 
Name: John F. Kroeger
Title: V. ce. President

[R\FYCORP\2452841\1]

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PINNACLE FOODS BRANDS CORPORATION,

by K. Maggs
Name: Kiellay Maggs
Title: VP

[[NYCORP:2452941v1]]

TRADEMARK

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as
Collateral Agent,

By

Scotty Lindsey
Name: *Scotty Lindsey*
Title: *Director*

Schedule I

<u>Subsidiary Parties</u>
Pinnacle Foods Brands Corporation

Schedule II

A.I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Filed</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
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Pinnacle Foods Group Inc.	ORONOQUE ORCHARDS & DESIGN	3/20/1998	75/454,038	3/2/1999	2,228,766
Pinnacle Foods Group Inc.	PET-RITZ	5/24/1957	72/030,291	10/15/1957	653,166
Pinnacle Foods Brands Corporation	VLASIC FARMS	3/24/1998	75/455,865	8/1/2000	2,371,987

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Filed</u>	<u>Application Number</u>
Pinnacle Foods Group Inc.	AVALON BAY	1/22/2004	78/355,523
Pinnacle Foods Group Inc.	CARB-METER (REFILE ADDITIONAL GOODS)	5/20/2004	78/422,433
Pinnacle Foods Group Inc.	MRS. PAUL'S BOWLS		
Pinnacle Foods Brands Corporation	AGREE OR IT'S FREE (ADDITIONAL GOODS)	10/25/2004	78/505,446
Pinnacle Foods Brands Corporation	CARB-METER	3/29/2004	78/392,586
Pinnacle Foods Brands Corporation	ENTERTAIN YOUR APPETITE	8/19/2003	78,289,198
Pinnacle Foods Brands Corporation	EXTREME DUNKERS	3/19/2004	78/387,722
Pinnacle Foods Brands Corporation	FARMFIELD	11/10/2003	78/325,634
Pinnacle Foods Brands Corporation	GRABWICH	1/6/2004	78/348,254
Pinnacle Foods Brands Corporation	LITTLE DUNKERS	3/16/2004	78/385,052
Pinnacle Foods Brands Corporation	POWER EXPRESS	5/18/2004	78/420,823
Pinnacle Foods Brands Corporation	PROTEIN PERFECT	11/10/2003	78/325,624
Pinnacle Foods Brands Corporation	STEAKHOUSE	1/29/2004	78/359,220
Pinnacle Foods Brands Corporation	TASTE THE JUICY CRUNCH	9/9/2003	78/298,046
Pinnacle Foods Brands Corporation	VLASIC	11/10/2003	78/325,632

Pinnacle Foods Brands Corporation	VLASIC FARMS	8/19/2003	78/289,219
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RECORDED: 12/01/2004

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