

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beta Brands Limited		12/17/2004	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Textron Financial Canada Limited
Street Address:	5515 North Service Road, 2nd Floor
City:	Burlington, Ontario
State/Country:	CANADA
Postal Code:	L7L 6G4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76262083	MILLWHEAT
Serial Number:	75931511	SOUR-BETS
Serial Number:	78168582	MINT BLAST
Serial Number:	75653366	CROOKIES
Registration Number:	2016296	ALPHA
Registration Number:	2715536	BETA BRANDS
Registration Number:	2788170	BETABRANDS
Registration Number:	2788171	BETABRANDS
Registration Number:	1662628	CHAMPAGNE
Registration Number:	1859848	MILLWHEAT
Registration Number:	2698543	SWEET TOWN

CORRESPONDENCE DATA

Fax Number: (617)646-8646

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 76262083

Phone: 617-646-8000
Email: lwmtrademarks@wolfgreenfield.com
Correspondent Name: Lisa W. Martin
Address Line 1: 600 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02210

DOMESTIC REPRESENTATIVE

Name: Lisa W. Martin
Address Line 1: 600 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02210

NAME OF SUBMITTER:

Lisa W. Martin

Signature:

/lwm/

Date:

02/15/2005

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK AGREEMENT ("Agreement"), dated as of December, 17, 2004, between Beta Brands Limited (the "Grantor") and Textron Financial Canada Limited.

WITNESETH:

WHEREAS, pursuant to a loan and security agreement dated as of December 17, 2004 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Loan Agreement") between, amongst others, the Grantor, as borrower, and Textron Financial Canada Limited, as lender (the "Lender"), the Lender has agreed to make extensions of credit to the Grantor subject to the terms and provisions of the Loan Agreement;

AND WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a general security agreement, dated as of the 17 day of December, 2004 (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, the "Security Agreement");

AND WHEREAS, as a condition precedent to the making of the loans on the closing date under the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as hereinafter defined) to secure all Obligations;

AND WHEREAS, the 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, the Grantor 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 in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Lender and grant the Lender a security interest in all of the following property (collectively, the "Trademark Collateral"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection

therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trademarks Office or in any office or agent of the United States of America or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all trademark licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Trademark Collateral relating to the Trademarks referred to in Number 1 of Schedule "A" with the Canadian Trademarks Office and recording the security interest of the Lender in the Trademark Collateral relating to the Trademarks referred to in Number 2 of Schedule "A" with the United States Patent and Trade Marks Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of the Loan Agreement, the Lender shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other document as may be necessary or proper to release the lien on any security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Loan Document, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein and, in particular, if any act of the Grantor is expressly permitted under the Loan Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Loan Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the term of the Loan Agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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 first year above written.

BETA BRANDS LIMITED

Per: 

Name: FRANCIS DOYLE

Title: DIRECTOR OF FINANCE & C.F.O.

TEXTRON FINANCIAL CANADA LIMITED

Per: _____

Name:

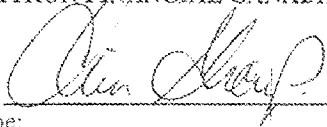
Title:

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 first year above written.

BETA BRANDS LIMITED

Per: _____
Name:
Title:

TEXTRON FINANCIAL CANADA LIMITED

Per: 
Name:
Title:

BETA BRANDS LIMITED

PORTFOLIO OF U.S. TRADE-MARKS

{Current as of December 15, 2004}



1. Applications

Trade-mark	App. No.	App. Date	Wares/Services	Status	CIU or NCIU
MILL WHEAT	76/262,083	May 24, 2001	Cookies	Allowed. Statement of use to be filed on or before April 19, 2005. Statement of use currently being prepared by US trade mark agents.	CIU
SOUR-BETS	75/931,511	February 29, 2000	Candy	Pending -- letter of suspension mailed July 30, 2003	NCIU
MINT BLAST	78/168,582	September 27, 2002	Candy, candy minis, candy breath minis, and chewing gum	Pending - extension to file statement of use granted until Feb 5, 2005	NCIU
CROOKIES	75/653,366	March 4, 1999	Candies, cookies and crackers	Allowed -- statement of use due May 25, 2005	NCIU

2. Abandoned Applications

DOCSTOP 8701783


All abandoned applications are not currently in use.

Trade-mark	App. No.	App. Date	Abandoned
CHICK-A-BOOM	75/653,365	March 4, 1999	December 23, 1999
MCCORMICKS KIDS & Design 	75/523,914	July 22, 1998	October 29, 2001
MCCORMICKS & Design 	75/498,424	June 9, 1998	June 28, 2002
BETA BRANDS	76/419,986	June 13, 2002	August 12, 2002

3. Registrations

Trade-mark	Reg. No.	Reg. Date	Renewal Date	Wares and Services	CIU or NCIU
ALPHA	2,016,296	November 12, 1996	November 12, 2006	Candy	NCIU
BETA BRANDS	2,715,536	May 13, 2003	May 13, 2013	Candy, mints, cookies, crackers, and cheese and	CIU

EXCISE: 8/02/93

Trade-mark	Reg. No.	Reg. Date	Renewal Date	Wares and Services	CIU or NCIU
BETABRANDS & Design 	2,788,170	December 2, 2003	December 2, 2013	cracker combinations Candied fruit, candied fruit snacks, candied nuts and cheese and cracker combinations	CIU
BETABRANDS	2,788,171	December 2, 2003	December 2, 2013	Candied fruit, candied fruit snacks, candied nuts and cracker and cheese combinations	CIU
CHAMPAGNE	1,662,628	October 29, 1991	October 29, 2011	Cookies, cracker and lady fingers	CIU
MILLWHEAT	1,859,848	October 25, 1994	In process, Renewed September 30, 2004	Crackers made in whole or significant part of wheat	CIU
SWEET TOWN	2,698,543	March 18, 2003	March 18, 2013	Candy	CIU

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