

04-05-2005



102869264

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4-1-05

1. Name of conveying party(ies):

IMCB Corp.

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 18, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06851

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See continuation of item 4 attached hereto.

B. Trademark Registration No.(s)
See continuation of item 4 attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: Linda.Kastner@LW.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Linda R. Kastner
Signature

March 30, 2005
Date

04/05/2005 DBYRNE 00000056 1827617

01 FC:8531
02 FC:8522

40-00-00
67-00-00
Person Signing

Total number of pages including cover sheet, attachments, and document: 9

04/05/2005 DBYRNE 00000057 1827617
Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Trademark Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8523

120.00 DP

Continuation of Item 4

Application/Registration Numbers

1,827,617
78/296,004
1,966,620
1,893,708
1,833,439
78/372,644
1,798,839
797,541
1,550,390
1,486,369
1,828,455
1,159,339
2,540,049
958,641
1,822,991
1,872,643
1,783,558
1,113,721
2,134,556
1,551,168
1,834,831
1,441,375
1,087,129
2,043,231
1,673,568
1,761,579
1,896,357
1,896,358

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 18, 2005, by IMCB CORP., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IMCB CORP.

By: H. Sunshine
Name: H. Sunshine
Title: EVP

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IMCB CORP.

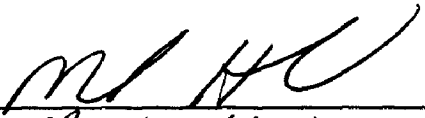
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 

Name: Mark Hudson

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

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SCHEDULE 1

Trademarks

| <u>Mark</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Status</u> | <u>Country</u> |
|--|------------------------|-------------------------|---------------|----------------|
| BAKERS HEAVEN | 74/391,823 | 1,827,617 | Registered | United States |
| BAKERY IN A BOX | 78/296,004 | | Application | United States |
| CHOCOLATE MANIA | 74/645,519 | 1,966,620 | Registered | United States |
| CHOCOVIVA! | 74/370,921 | 1,893,708 | Registered | United States |
| CORNERSTONE | 74/311,249 | 1,833,439 | Registered | United States |
| DIVINE CENTERS | 78/372,644 | | Application | United States |
| DUTCH TREAT | 74/229,388 | 1,798,839 | Registered | United States |
| FANTASIA & Design | 656,365 | 411,028 | Registered | Canada |
| FANTASIA THE TASTE OF ELEGANCE & Design | 680,405 | 420,220 | Registered | Canada |
| FANTASIA | 72/163,476 | 797,541 | Registered | United States |
| GOOD 'N MOIST | 73/757,877 | 1,550,390 | Registered | United States |
| HI-DEMAND | 73/682,143 | 1,486,369 | Registered | United States |
| HIGH-M | 74/374,636 | 1,828,455 | Registered | United States |
| JAMCO | 73/237,941 | 1,159,339 | Registered | United States |
| JAMCO | 76/214,200 | 2,540,049 | Registered | United States |
| MULTIFOODS | 2,217,678 | 2217678 | Registered | United Kingdom |
| MULTIFOODS | 151,802 | 443,251 | Registered | Mexico |
| MULTIFOODS | 345967 | TMA188358 | Registered | Canada |
| MULTIFOODS | 72/402,205 | 958,641 | Registered | United States |
| MULTIFOODS & Design | 2,217,677 | 2217677 | Registered | United Kingdom |
| MULTIFOODS & Design | 151,607 | 459,920 | Registered | Mexico |
| MULTIFOODS & Design | 74/282,858 | 1,822,991 | Registered | United States |
| MULTIFOODS BAKERY PRODUCTS & Design | 2,217,679 | 2217679 | Registered | United Kingdom |
| MULTIFOODS BAKERY PRODUCTS SINCE 1892 & Design | 74/361,900 | 1,872,643 | Registered | United States |
| NORSEMAN | 74/205,118 | 1,783,558 | Registered | United States |
| SHOP PRIDE | 73/141,570 | 1,113,721 | Registered | United States |

| <u>Mark</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Status</u> | <u>Country</u> |
|---------------------------------------|------------------------|-------------------------|---------------|----------------|
| STAR D'LIGHTS | 75/268,621 | 2,134,556 | Registered | United States |
| STAR-DEMAND | 73/758,117 | 1,551,168 | Registered | United States |
| THE PERFORMANCE BEHIND THE PROMISE | 74/328,207 | 1,834,831 | Registered | United States |
| THE TASTE OF ELEGANCE | 73/622,277 | 1,441,375 | Registered | United States |
| ULTRA WHITE | 73/091,614 | 1,087,129 | Registered | United States |
| ULTRA-RISE | 75/051,821 | 2,043,231 | Registered | United States |
| AUTUMN HARVEST | 893827 | TMA572071 | Registered | Canada |
| BERRIED PLEASURE | 829952 | TMA520076 | Registered | Canada |
| BUMBLEBERRY | 74/068,383 | 1,673,568 | Registered | United States |
| BUMBLEBERRY | 74/271,460 | 1,761,579 | Registered | United States |
| CHAM | 635644 | TMA377242 | Registered | Canada |
| DESSERT WAGON | 525363 | TMA312862 | Registered | Canada |
| GOURMET BAKER & Design | 1110330 | TMA599,722 | Registered | Canada |
| MEDALLION BRANDS | 509134 | TMA295662 | Registered | Canada |
| PICCADILLY CIRCUS | | TMA195917 | Registered | Canada |
| R DESIGN | 509258 | TMA294308 | Registered | Canada |
| RASPBERRY RUSH | 846327 | TMA520091 | Registered | Canada |
| RICHMOND BAGEL | 658315 | TMA425474 | Registered | Canada |
| STORYBOOK COOKIES | 475175 | TMA274328 | Registered | Canada |
| THE GOURMET BAKER | 724790 | TMA438091 | Registered | Canada |
| THE GOURMET BAKER | 74/361,899 | 1,896,357 | Registered | United States |
| THE GOURMET BAKER | 74/362,002 | 1,896,358 | Registered | United States |
| THE GOURMET BAKER & Design | 483255 | TMA281916 | Registered | Canada |
| THE GOURMET BAKER INC. & Design | 724793 | TMA438092 | Registered | Canada |
| TLC & Design | 570558 | TMA331155 | Registered | Canada |
| TRIPLE TREAT | 823953 | TMA516507 | Registered | Canada |
| PASSION FOR PERFECTION | 1104476 | TMA613,654 | Registered | Canada |

Trademark Licenses

The trademarks **Pet** and **Jim Dandy** will be licensed to IMCB pursuant to that certain Trademark License Agreement, dated February 18, 2005, between Multifoods Brands, Inc. and IMCB.

The trademark **Martha White** will be licensed to IMCB pursuant to Section 6.03(b) of the Acquisition Agreement.

Trademark License Agreement, dated November 1, 1996, between International Multifoods Corporation, Fantasia Confections, Inc., and Hannaford Bros. Inc. (assigned to IMCB pursuant to the Acquisition Agreement).

Trademark License Agreement, dated November 13, 2001, between the Pillsbury Company and International Multifoods Corporation (assigned to IMCB pursuant to the Acquisition Agreement).

Trade Names

Multifoods
Fantasia
Gourmet Baker

Internet Domain Names

www.gourmetbaker.com
www.gourmetbaker.ca
www.multifoodsbakery.com
www.multifoods.com
www.multifoods.net
www.multifoods.org
www.multifoods.ca