

04-07-2005

Form PTO-7594 (Rev. 03/05)  
OMB Collection 0654-0027 (exp. 6/30/2005)

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



4/1/05

REC

TRADEMARK  
102974766

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

1. Name of conveying party(ies):

The Toronto-Dominion Bank

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Canadian Bank
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 28, 2002

- Assignment
- Security Agreement
- Other Termination of security interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

No

Name: Quality Meat Group Ltd.

Internal

Address: \_\_\_\_\_

Street Address: 145 East Drive

City: Brampton

State: Ontario

Country: Canada Zip: L6T 1B9

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

B. Trademark Registration No. (s)

2,545,635

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: Paul Meier

Internal Address: Ryan, Swanson & Cleveland, PLLC

Street Address: 1201 Third Avenue, Suite 3400

City: Seattle

State: Washington Zip: 98101-3034

Phone Number: 206-654-2214

Fax Number: 206-654-2914

Email Address: meier@ryanlaw.com

6. Total number of applications and registrations involved:

One (1)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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:

Signature  
Paul Meier

March 25, 2005  
Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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REFL: 003143 FRAME: 0267

RELEASE OF SECURITY  
AND UNDERTAKING TO DISCHARGE

June 28, 2002

TO: PREMIUM BRANDS INC., ADAMS LABEL & TAG LTD., BRYDOR  
BUSINESS ENTERPRISES LTD., HARVEST MEATS CO. LTD., GRIMM'S  
FINE FOODS LTD., GOODLIFE BRANDS INC., FLETCHER'S FINE FOODS,  
INC., FLETCHER'S DISTRIBUTION, INC., ACTION WEST MARKETING,  
INC., APEX LABEL & SYSTEMS, INC. and McSWEENEY'S PLUS  
DISTRIBUTION (B.C.) LTD.

AND TO: BRYAN & COMPANY, BARRISTERS AND SOLICITORS

FROM: THE TORONTO-DOMINION BANK, as agent  
(the "Agent")

RE: PREMIUM BRANDS INC.  
(the "Borrower")

Reference is made to the credit agreement made as of and effective from and dated for reference July 13, 2001, as amended (the "Credit Agreement") among the Borrower, the Institutions named therein as Lenders, and the Agent. All terms used in this Release of Security and Undertaking to Discharge which are defined in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Agent, the Agent on behalf of the Lenders hereby:

- (a) releases, remises and forever discharges:
- (i) each of the Premium Group Members from all of its obligations and liabilities under the Loan Documents, save and except for any such obligations and liabilities to the Syndicate in connection with any environmental indemnities and any other indemnities set forth in any Loan Document that survive payment in full of the Indebtedness owing to the Syndicate under the Credit Agreement;
  - (ii) all right, title and interest of the Agent in and to the assets, property, and undertaking of each Premium Group Member granted to and in favour of the Agent under the Security Documents; and
  - (iii) any and all Liens created under the Security Documents;

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and hereby assigns, transfers and re-conveys to the respective Premium Group Members all property, assets, and undertaking assigned, transferred or conveyed to the Agent under the Security Documents, including without limitation, the share certificates described in the annexure hereto;

- (b) confirms to the Premium Group's insurers that the Agent no longer has any interest in the property, assets and undertaking of any of the Premium Group Members, and accordingly consents to the Agent being deleted as an additional named insured and/or a loss payee under policies of insurance relating to the property and assets of any Premium Group Member;
- (c) authorizes and instructs Messrs. Bryan & Company or their agents to execute and file such financing statements, financing change statements, termination statements, discharges and other documents as may be necessary in order to cancel the registration of any and all financing statements and U.C.C. filings registered against any Premium Group Member in any jurisdiction in respect of the personal property security interests and/or floating charges created by any of the Security Documents;
- (d) agrees to do, execute and deliver or cause to be done, executed and delivered, at the expense of the Premium Group, all such further acts, documents and things as any Premium Group Member may reasonably request for the purpose of giving effect to this Release of Security and Undertaking to Discharge, including the execution and delivery in registrable form of any releases as may be required to discharge the registration of any Security from any real property of any Premium Group Member; and
- (e) subject to the release and/or satisfaction of any restrictions and/or conditions on delivery that the Agent or its legal counsel may impose, agrees that delivery of this instrument to the Premium Group Members named above may be effected by facsimile and that such delivery shall constitute due and valid delivery and that such Premium Group Members may rely on same.

THE TORONTO-DOMINION BANK,  
as Agent

Per: *M. J. [Signature]*  
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

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