

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CanGro Foods Inc.		05/25/2006	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Wells Fargo Financial Corporation Canada, as Collateral Agent
Street Address:	55 Standish Court
Internal Address:	Suite 400
City:	Mississauga
State/Country:	ONTARIO
Postal Code:	LSR 4J4
Entity Type:	N.S. Unlimited Liability: NOVA SCOTIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	0655310	AYLMER
Registration Number:	2503114	PRIMO. FOR THE LOVE OF ITALIAN FOOD.
Registration Number:	2511221	PRIMO
Registration Number:	2501032	PRIMO
Registration Number:	2501031	PRIMO
Registration Number:	2354846	PRIMO
Registration Number:	2354807	PRIMO
Registration Number:	1779103	PRIMO
Registration Number:	0974230	PRIMO
Registration Number:	1521142	PRIMO

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$265.00 0655310

Phone: 312-863-7198  
Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
Address Line 1: 55 East Monroe Street  
Address Line 2: Suite 3700  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.119
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/07/2006

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25th day of May, 2006, among CanGro Foods Inc., a corporation incorporated pursuant to the Canada Business Corporations Act ("Grantor"), and WELLS FARGO FINANCIAL CORPORATION CANADA, in its capacity as collateral agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, CanGro Vegetables Inc., CanGro Pasta Inc., CanGro Fruit Inc., CanGro Soup Inc. and CanGro Tomato Inc. (collectively with Grantor, the "Borrowers"), Cangro Holding, S.à.r.l., Agent and the lenders party thereto as "Lenders" ("Lenders"), the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain General Security Agreement dated of even 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 the benefit of Lender Group and the Bank Product Provider, 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 the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, 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 trademarks 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 any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property 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, for the benefit of the Lender Group and the Bank Product Provider, 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor, provided Agent shall provide notice to Grantor of any such amendment. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario and the laws of Canada applicable therein.

[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.

**CANGRO FOODS INC., as Grantor**

By:   
Name: Tom Whitehead  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FINANCIAL CORPORATION  
CANADA, as Collateral Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


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.

**CANGRO FOODS INC., as Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FINANCIAL CORPORATION  
CANADA, as Collateral Agent**

By:  \_\_\_\_\_  
Name: **NICK SCARFO**  
Title: **VICE PRESIDENT**

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>
CanGro Foods Inc.	U.S.	AYLMER & Design	655310
CanGro Foods Inc.	U.S.	PRIMO. FOR THE LOVE OF ITALIAN FOOD	2503114
CanGro Foods Inc.	U.S.	PRIMO & Design	2511221
CanGro Foods Inc.	U.S.	PRIMO & Design	2501032
CanGro Foods Inc.	U.S.	PRIMO	2501031
CanGro Foods Inc.	U.S.	PRIMO & Design	2354846
CanGro Foods Inc.	U.S.	PRIMO	2354807
CanGro Foods Inc.	U.S.	PRIMO & Design	1779103
CanGro Foods Inc.	U.S.	PRIMO & Design	0974230
CanGro Foods Inc.	U.S.	PRIMO & Design	1521142