

FORM PTO-1594
1-31-02

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Security interest in license
- Merger
- Change of Name

Execution Date: March 19, 2004

2. Name and address of receiving party(ies):

Name: Deutsche Bank Trust Company America

Internal Address: _____

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10005

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

797,560	1,614,072
1,575,365	1,697,862
1,590,084	1,699,260

Additional numbers attached? Yes No

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

Name: Janet Silverberg

Internal Address: The Quaker Oats Company

Street Address: 555 West Monroe

Mail Code 11-10

City: Chicago State: IL ZIP: 60661

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41):..... \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

170020

(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.

Janet Silverberg
Name of Person Signing

Janet Silverberg
Signature

8/10/06
Date

Total number of pages comprising cover sheet: _____

1

CH \$165.00 170020 0797560

SUPPLEMENT NO. 1 dated as of March __, 2004, to the Guarantee and Collateral Agreement (the "Collateral Agreement") dated as of November 25, 2003, among **CRUNCH HOLDING CORP.**, a Delaware corporation ("Holdings"), **PINNACLE FOODS HOLDING CORPORATION**, a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Borrower are referred to collectively herein as the "Grantors") and **DEUTSCHE BANK TRUST COMPANY AMERICAS** ("DBTCA"), as Collateral Agent (in such capacity, the "Collateral Agent").

A. Reference is made to 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 from time to time party thereto and, DBTCA, as Administrative Agent, General Electric Capital Corporation, as Syndication Agent, and JPMorgan Chase Bank, Citicorp North America, Inc. and Canadian Imperial Bank of Commerce, as Co-Documentation Agents.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Collateral Agreement referred to therein.

C. Reference is made to the Assumption Agreement dated as of March __, 2004, among Aurora Foods Inc. (to be renamed Pinnacle Foods Group Inc.) ("Aurora") and the Administrative Agent pursuant to which Aurora assumed all obligations of the Borrower under the Credit Agreement, including, without limitation, the obligation to become a Grantor under the Collateral Agreement.

D. The Grantors have entered into the Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Banks to issue Letters of Credit. Aurora is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Collateral Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and Aurora agree as follows:

SECTION 1. Aurora by its signature below becomes a Grantor under the Collateral Agreement with the same force and effect as if originally named therein and Aurora hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, Aurora, as security for the

payment and performance in full of the Obligations does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of Aurora's right, title and interest in and to the Collateral of Aurora. Each reference to a "Grantor" in the Collateral Agreement shall be deemed to include Aurora. The Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. Aurora represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of Aurora and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Aurora hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of Aurora and (b) set forth under its signature hereto, is the true and correct legal name of Aurora, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Collateral Agreement.

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SECTION 9. Aurora agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Aurora and the Collateral Agent have duly executed this Supplement to the Collateral Agreement as of the day and year first above written.

TRADEMARK

REEL: 003368 FRAME: 0310

**AURORA FOODS INC. (to be renamed
PINNACLE FOODS GROUP INC.),**

by 

Name:

Title:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,
AS COLLATERAL AGENT**

by


Name: **Scottye Lindsey**
Title: **Director**

TRADEMARK

REEL: 003368 FRAME: 0312

2. License Agreement, dated February 21, 1979, between General Host Corporation and Van de Kamp's Dutch Bakeries.



VII. Trademark Licenses

AUNT JEMIMA						
COUNTRY/ STATE OF REG.	TRADEMARK	REG NO. OR SERIAL NO.	FILING DATE	ISSUE DATE	GOODS AND/OR SERVICES	RELEVANT LICENSE
United States	AUNT JEMIMA	797,560	03/10/1965	10/12/1965	Bakery products, namely, frozen cakes and breads in Class 30	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee)
United States	AUNT JEMIMA	1,575,365	05/11/1989	01/02/1990	Frozen [muffin] and pancake batter in Class 30	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee)
United States	AUNT JEMIMA	1,590,084	08/28/1989	04/03/1990	Table syrup; grits; cornmeal; flour; mixes for making pancakes and waffles; [bakery goods]; mixes for making bakery goods; [pancakes;] waffles; pancakes [and french toast based breakfast entrees] in Class 30	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee)

TRADEMARK

REEL: 003368 FRAME: 0313


AUNT JEMIMA

COUNTRY/ STATE OF REG.	TRADEMARK	REG NO. OR SERIAL NO.	FILING DATE	ISSUE DATE	GOODS AND/OR SERVICES	RELEVANT LICENSE
United States		1,614,072	11/14/1989	09/18/1990	Bakery goods; pancakes; french toast based breakfast entrees; frozen pancake batter in Class 30	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee)
United States		1,697,862	06/28/1991	06/30/1992	Pancake and waffle mix; grits; wheat flour; prepared baking mixes and batter for making cakes, breads and muffins; frozen pancake batter; table syrup; corn meal; frozen breakfast foods; namely, waffles, pancakes and french toast; and bakery goods in Class 30	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee)

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AUNT JEMIMA

COUNTRY/ STATE OF REG.	TRADEMARK	REG NO. OR SERIAL NO.	FILING DATE	ISSUE DATE	GOODS AND/OR SERVICES	RELEVANT LICENSE
United States		1,699,260	07/01/1991	07/07/1992	Pancake and waffle mix; grits; wheat flour; prepared baking mixes and batter for making cakes, breads and muffins; frozen pancake batter; table syrup; corn meal; frozen breakfast foods; namely, waffles, pancakes, french toast, and pancake and french toast based breakfast entrees and bakery goods in Class 30	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee)
CANADA	AUNT JEMIMA	TMA 164,781	12/12/1968	08/15/1969	Pancake mix, flour, cake mixes, and waffles; table syrup; french toast; frozen foods, namely frozen waffles, frozen french toast, and frozen batter mix	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee) Pepsico Foods Canada, Inc. is successor to Quaker Oats Company of Canada Limited.

TRADEMARK

REEL: 003368 FRAME: 0315

AUNT JEMIMA						
COUNTRY/ STATE OF REG.	TRADEMARK	REG NO. OR SERIAL NO.	FILING DATE	ISSUE DATE	GOODS AND/OR SERVICES	RELEVANT LICENSE
CANADA		TMA 384,601	11/22/1989	05/17/1991	Table syrup; foods and ingredients of foods, namely, pancake mixes, pancake flour, waffles, frozen waffles, French toast, frozen French toast, frozen pancake batter and pancakes	Trademark License Agreement dated 07/09/96 between The Quaker Oats Company, the Quaker Oats Company of Canada Limited (Licensors), and Van de Kamp's, Inc. (Licensee) Pepsico Foods Canada, Inc. is successor to Quaker Oats Company of Canada Limited.