

12-20-2006

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

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103351886

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):

Best Brands Corp.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) December 12, 2006

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

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: Stamford

State: Connecticut

Country: USA Zip: 06856-5201

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☒ Corporation Citizenship USA

☐ 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 attached continuation of Item 4

B. Trademark Registration No.(s)

See attached continuation of Item 4

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: Gayle D. Grocke

Internal Address: Latham & Watkins LLP

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@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:

Gayle D. Grocke

December 19, 2006

Signature

Date

12/21/2006 DBYRNE 00000002 1827617

01 FC:8521
02 FC:8522
03 FC:8523

40.00
675.00
120.00
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003448 FRAME: 0524

Continuation of Item 4 to Trademark Recordation Form Cover Sheet

4. Application numbers or registration numbers and identification or description of the Trademarks:

A. Trademark Application No.(s):

78/731,565
78/731,568

B. Trademark Registration No.(s):

1827617	797541	1783558
1126731	1550390	1113721
1673568	1486369	2134556
1761579	1828455	1551168
1966620	2540049	1834831
1893708	1159339	1441375
1833439	958641	1087129
3069174	1822991	2043231
1798839	1872643	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 12, 2006, by BEST BRANDS 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 Second Lien Credit Agreement dated as of the date hereof by and among Grantor, Telco Food Products, Inc., a California corporation ("Telco", and together with Grantor, "Borrowers"), the other 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 to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans 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 Second Lien 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.

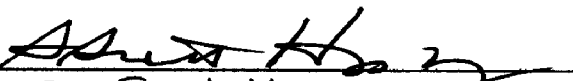
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and 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.

4. INTERCREDITOR AGREEMENT. This Trademark Security Agreement is subject in all aspect to the terms of the Intercreditor Agreement.

[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.

BEST BRAND CORP.

By: 
Name: G. Scott Humphrey
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Second Lien 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.

BEST BRAND CORP.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Name: Douglas Karl
Title: Its Duly Authorized Secretary

[Signature Page to Second Lien Trademark Security Agreement]

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TRADEMARK
REEL: 003448 FRAME: 0529

Schedule I**Trademarks**

Mark	Country	Status	Application No.	Registration No.
FANTASIA (Stylized)	Canada	Registered	656365	TMA411028
FANTASIA THE TASTE OF ELEGANCE	Canada	Registered	680405	TMA420220
BB & Design	Canada	Registered	899606	TMA532753
MULTIFOODS	Mexico	Registered	151802	443251
MULTIFOODS and Design	Mexico	Registered	151607	459920
MULTIFOODS	UK	Registered	2217678	2217678
MULTIFOODS and Design	UK	Registered	2217677	2217677
MULTIFOODS BAKERY PRODUCTS and Design	UK	Registered	2217679	2217679
BAKERS HEAVEN	USA	Registered	74/391,823	1827617
BB and Design	USA	Registered	73/140,889	1126731
BB BEST BRANDS CORP and Design	USA	Pending	78/731,565	
BEST BRANDS	USA	Pending	78/731,568	
BUMBLEBERRY	USA	Registered	74/068,383	1673568
BUMBLEBERRY	USA	Registered	74/271,460	1761579
CHOCOLATE MANIA	USA	Registered	74/645,519	1966620
CHOCOVIVA	USA	Registered	74/370,921	1893708
CORNERSTONE	USA	Registered	74/311,249	1833439
DIVINE CENTERS	USA	Registered	78/372,644	3069174
DUTCH TREAT	USA	Registered	74/229,388	1798839
FANTASIA -stylized	USA	Registered	72/163,476	797541
GOOD 'N MOIST	USA	Registered	73/757,877	1550390
HI-DEMAND	USA	Registered	73/682,143	1486369
HIGH-M	USA	Registered	74/374,636	1828455
JAMCO	USA	Registered	76/214,200	2540049

JAMCO	USA	Registered	73/237,941	1159339
MULTIFOODS	USA	Registered	72/402,205	958641
MULTIFOODS and Design	USA	Registered	74/282,858	1822991
MULTIFOODS BAKERY PRODUCTS and Design	USA	Registered	74/361,900	1872643
NORSEMAN	USA	Registered	74/205,118	1783558
SHOP PRIDE	USA	Registered	73/141,570	1113721
STAR D'LIGHTS	USA	Registered	75/268,621	2134556
STAR-DEMAND	USA	Registered	73/758,117	1551168
THE PERFORMANCE BEHIND THE PROMISE	USA	Registered	74/328,207	1834831
THE TASTE OF ELEGANCE	USA	Registered	73/622,277	1441375
ULTRA WHITE	USA	Registered	73/091,614	1087129
ULTRA-RISE	USA	Registered	75/051,821	2043231

Trademark Licenses

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

The trademark **Martha White** has been licensed to IMCB Corp. pursuant to Section 6.03(b) of that certain Purchase Agreement, dated January 13, 2005, by and among International Multifoods Corporation, Multifoods Brands, Inc., Fantasia Confections, Inc., Robin Hood Multifoods Corporation, Value Creation Partners Inc., The J.M. Smucker Company, and IMCB Corp. (the "Multifoods Acquisition Agreement").

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

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

Trademark Sublicense Agreement, dated September 2, 2005, among Smucker Brands, Inc., Continental Mills and Best Brands Corp. (as successor to IMCB Corp. via merger).

TECHNOLOGY LICNESE

Grant Back Technology License Agreement, dated February 18, 2005, among IMCB Corp. (Best via merger), Gourmet Baker Inc., 980964 Ontario Limited, and International Multifoods Corporation.

TRADE NAMES

Multifoods
Fantasia
Gourmet Baker
Quality Food Sales
Ampco
American Products
Hero Bakery Products

INTERNET DOMAIN NAMES

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

Value Creation Partners

www.vcponline.com
www.valuecreationpartners.net