

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seaforth Creamery Inc.		04/19/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	E.D. Smith & Sons, LP, by its general partner E.D. Smith & Sons, GP Ltd.		
Street Address:	944 Highway #8		
City:	Winona, Ontario		
State/Country:	CANADA		
Postal Code:	L8E 5S3		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78824626	SEAFORTH	
Serial Number:	78824633	SEAFORTH CREAMERY	
CORRESPONDENCE DATA			
Fax Number:	(212)953-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 415-9200		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	250 Park Avenue, 15th Floor		
Address Line 4:	New York, NEW YORK 10177		
ATTORNEY DOCKET NUMBER:	447491-00006		
DOMESTIC REPRESENTATIVE			
Name:	Dorsey & Whitney LLP		
Address Line 1:	250 Park Avenue, 15th Floor		

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Address Line 4: New York, NEW YORK 10177

NAME OF SUBMITTER:	Sarah Robertson
Signature:	/sr/
Date:	05/14/2007

Total Attachments: 11

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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made the 19th day of April, 2006,

BETWEEN:

SEAFORTH CREAMERY INC.,
a corporation existing under the laws of the Province of Ontario,

(hereinafter referred to as the "**Vendor**"),

- and -

E.D. SMITH LIMITED PARTNERSHIP,
a limited partnership existing under the laws of the Province of
Ontario,

(hereinafter referred to as the "**Unit Purchaser**"),

- and -

E.D. SMITH INCOME FUND,
a trust established under the laws of the Province of Ontario,

(hereinafter referred to as the "**Share Purchaser**" and, collectively
with the Unit Purchaser, the "**Purchasers**"),

- and -

EDWARD BARR,
an individual residing at the Town of Oakville, Ontario.

(hereinafter referred to as "**Barr**")

- and -

E.D. SMITH & SONS, LIMITED,
a corporation existing under the laws of the Province of Ontario,

(hereinafter referred to as "**E.D. Smith**")

WHEREAS, immediately prior to the closing of the transactions contemplated by this Agreement (the "**Closing**"), the Vendor will transfer substantially all of its assets to E.D. Smith & Sons, LP, a limited partnership formed under the laws of the Province of Ontario (the "**Partnership**"), and the Partnership shall assume certain liabilities relating thereto, all pursuant to the Asset Transfer Agreement (as defined herein);

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has not sublet assigned, licensed or otherwise conveyed any rights in any of the Leased Property to any other person. All rentals and other payments and other obligations required to be paid and performed by the Vendor and/or the Partnership pursuant to each of the leases of Leased Property have been duly paid and performed and such leases are in good standing and, to the knowledge of the Vendor, the other parties thereto are not in default thereunder.

- (ii) The Partnership is the beneficial owner of, and has good and marketable beneficial title to the leasehold interest in the Leased Real Property, free and clear of any and all Encumbrances, except for Permitted Encumbrances. No notice advising of any threatened or impending condemnation or expropriation has been received to date by or behalf of the Vendor or the Partnership by any Governmental Entity. To the knowledge of the Vendor, there are no material defects in structural components of the building or other improvements located upon the Leased Real Property, including in the roof, the heating, ventilation, air-conditioning, elevating or other mechanical and electrical systems installed therein.

- (n) **Owned Real Property.** The Partnership is not the beneficial or registered owner of and has not agreed to acquire any real property or any interest in any real property, except for the real property (the "**Owned Real Property**") described in Section 3.1(n) of the Vendor Disclosure Schedule. The Partnership is the beneficial owner of, and has good and marketable title in fee simple to the Owned Real Property, free and clear of any and all Encumbrances, except for Permitted Encumbrances. No person has been granted by or on behalf of the Vendor a right of first refusal or option to purchase the Owned Real Property. No notice advising of any threatened or impending condemnation or expropriation has been received to date by or behalf of the Vendor or the Partnership by any Governmental Entity. To the knowledge of the Vendor, there are no material defects in structural components of the building or other improvements located upon the Owned Real Property, including in the roof, the heating, ventilation, air-conditioning, elevating or other mechanical and electrical systems installed therein.

- (n.1) **Plant Closing.** Other than due to inclement weather, there have been no unscheduled closings of any of the plants operated in the conduct of the Business at any time during the last three years.

- (o) **Intellectual Property.** Section 3.1(o) of the Vendor Disclosure Schedule constitutes a complete and accurate list of all registered or pending trade-marks, trade-mark applications, trade names, business names, patents, patent applications, inventions, licensed know-how, copyrights, service marks, brand names and industrial designs owned by the Partnership in carrying on the Business (collectively, the "**Intellectual Property**"). Except as set out in

Section 3.1(o) of the Vendor Disclosure Schedule, the Partnership has not received notice of any claim material in nature to the effect that the use of the Intellectual Property infringes or breaches any industrial or intellectual property rights of any other person. The Partnership has the exclusive right to use and is the exclusive owner of all right, title and interest in and to the Intellectual Property (with no breaks in the chain of title and free and clear of any Encumbrance of any kind whatsoever), subject to the filing by the Vendor of such documents as may be required to give full effect to the transfer of the Intellectual Property under the Asset Transfer Agreement. The Intellectual Property which is not owned by the Partnership is being used by the Partnership only with the consent of or license from the rightful owner thereof and all such consents or licenses (as the case may be) are in full force and effect;

- (p) **Insurance.** Section 3.1(p) of the Vendor Disclosure Schedule sets out all insurance policies (specifying the insurer, the amount of the coverage, the type of insurance, the policy number and any pending claims thereunder) maintained by the Partnership on its property and assets or personnel as of the date hereof. The Partnership is not in default with respect to any of the provisions contained in any such insurance policy and has not failed to give any notice or present any material claim under any such insurance policy in a due and timely fashion. The Vendor has made no claims against any of its insurance policies during the last five years;
- (q) **No Expropriation.** No property or asset of the Partnership has been taken or expropriated by any Governmental Entity nor has any notice or proceeding in respect thereof been given or commenced;
- (r) **Material Contracts.** Section 3.1(r) of the Vendor Disclosure Schedule is a true and complete list of all Material Contracts to which the Partnership is a party or by which it is bound. All such Material Contracts are in good standing and in full force and effect, and the Partnership is not in breach of any covenants, conditions or obligations contained therein that would have material consequences and, to the knowledge of the Vendor, the other parties thereto are not in material default thereunder. From and after the Transfer Date, the Partnership has not given or agreed to give any guarantee or indemnity in respect of indebtedness, or other obligations, of any person, or any other commitment by which the Partnership is, or is contingently, responsible for such indebtedness or other obligations;
- (s) **Compliance with Laws; Licences.** The Vendor and, from and after the Transfer Date, the Partnership have complied in all material respects with all Laws applicable to the Business. Section 3.1(s) of the Vendor Disclosure Schedule sets out a complete and accurate list of all material governmental and regulatory licences, permits, approvals, consents, certificates, registrations and authorizations (the "Licences") transferred by the Vendor to the Partnership, being all transferable licences necessary in the operation of the Business. All such Licences are in good standing and the Partnership is not in material default or material breach of any Licence;

will have occurred or arisen which has had or would reasonably be expected to have a Material Adverse Effect;

- (d) **Consents.** The Vendor shall have used reasonable commercial efforts to cause all material filings, notifications and consents with, to or from Governmental Entities and third parties, including the parties to the Material Contracts and the lessors of the Leased Real Property, required to permit the change of ownership of the Purchased Securities contemplated hereby without resulting in the violation of or a default under or any termination, amendment or acceleration of any obligation under any Material Contract or any material licence, permit or lease affecting the Business or otherwise materially adversely affecting the Partnership or the Business, to be made, given or obtained on terms acceptable to the Purchasers acting reasonably. The Vendor shall have obtained the consents of each of Bank of Montreal regarding the assumption by the Purchasers of the hedging contracts and the consent of J.D. Smith and Sons to the assignment of the warehouse/distribution agreement, both as described in section 3.1(r) of the Vendor Disclosure Schedule.
- (e) **Receipt of Closing Documentation.** All documentation relating to the due authorization and completion of the transactions contemplated herein and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Vendor of its obligations under this Agreement, shall be satisfactory to the Purchasers, acting reasonably, and the Purchasers shall have received copies of all such documentation or other evidence as they may reasonably request in order to establish the consummation of the transactions contemplated hereby and the taking of all corporate proceedings in connection therewith in compliance with these conditions, in form (as to certification and otherwise) and substance satisfactory to the Purchasers acting reasonably;
- (f) **Resignation of Directors and Officers.** Mr. Edward Barr and Mr. Mark Barr, together with such other directors and officers of the General Partner as the Purchasers may designate by notice in writing given to the Vendor at least ten Business Days prior to the Closing Date, shall have resigned in favour of nominees of the Purchasers effective as of the Time of Closing;
- (g) **No Action or Proceeding.** No legal or regulatory action or proceeding by any person (other than the Purchasers or any of their Affiliates) shall be pending to enjoin, restrict or prohibit the purchase and sale of the Purchased Securities contemplated hereby;
- (h) **Transfer of Business.** The Vendor shall have transferred substantially all of the Business to the Partnership and the Partnership shall have assumed certain liabilities relating thereto, all in accordance with the terms of the Asset Transfer Agreement and in a manner and pursuant to transfer documentation satisfactory to the Unit Purchaser, acting reasonably;

prepare the market or to create a demand for the trust units; (d) no extraordinary commission or consideration is paid in respect of a trade of the trust units; and (d) if the holder is an insider or officer of the Share Purchaser, he has no reasonable grounds to believe that the Share Purchaser is in default of securities legislation.

- (e) **Payment for Incremental Costs.** As additional consideration for the Purchased Units, the Unit Purchaser shall have reimbursed the Vendor an amount representing 50% of the incremental income tax and legal and accounting costs estimated to be incurred by the Vendor in structuring and transferring the Business to the Purchasers in the manner contemplated herein rather than through a sale of all of the shares of the Vendor to the Purchasers, which reimbursement is estimated to be \$1,473,849 assuming the Closing takes place on April 27, 2006, plus \$1,151 per day for each day from April 27, 2006 up to and including the Closing Date;
- (f) **No Action or Proceeding.** No legal or regulatory action or proceeding by any person (other than the Vendor or any of its Affiliates) shall be pending or threatened by any person to enjoin, restrict or prohibit the purchase and sale of the Purchased Securities contemplated hereby; and
- (g) **Deliveries.** The Purchasers shall have delivered to the Vendor the following in form and substance satisfactory to the Vendor:
 - (i) a favourable opinion of counsel to the Purchasers, in substance satisfactory to the Vendor, acting reasonably;
 - (ii) a consulting agreement between Barr and the Partnership and an employment agreement between Mark Barr and the Partnership, substantially in the form agreed to by the parties on the date hereof and initialled by them for identification purposes;
 - (iii) a lease of the premises and facilities located at 700 Maple Grove Road in Cambridge, Ontario, substantially in the form agreed to by the parties on the date hereof and initialled by them for identification purposes;
 - (iv) an exchange agreement relating to the exchange of the Exchangeable Units to be received by the Vendor pursuant to this Agreement substantially in the form agreed to by the parties on the date hereof and initialled by them for identification purposes; and
- (h) **Transfer of Business.** The Vendor shall have transferred substantially all of the Business to the Partnership and the Purchaser shall have assumed certain liabilities relating thereto in accordance with the Asset Transfer Agreement and in a manner and pursuant to transfer documentation satisfactory to the Vendor.

If any of the conditions contained in this Section 6.2 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of the Vendor, acting reasonably,

the Vendor may, by notice to the Purchasers, terminate this Agreement and the obligations of the Vendor and the Purchasers under this Agreement other than the obligations contained in Article 10 shall be terminated. If the Vendor or any of its representatives or agents are aware, on or prior to the Closing, that a representation or warranty of the Purchasers is incorrect or inaccurate or a covenant or obligation of the Purchasers to be performed on or prior to the Time of Closing is breached or not performed and the Vendor proceeds with the Closing, the Vendor shall not be entitled to make a Claim in connection with such representation, warranty, covenant or obligation to the extent the Claim is based on incorrectness, inaccuracy, breach or non-performance then known to the Vendor.

ARTICLE 7 **CLOSING ARRANGEMENTS**

7.1 Place of Closing

The Closing shall take place at the Time of Closing at the offices of Cassels Brock & Blackwell LLP, Scotia Plaza, 40 King Street West, Suite 2100, Toronto ON M5H 3C2 or at such other location as may be agreeable to the Purchasers and the Vendor.

7.2 Transfer

At the Time of Closing, upon fulfilment of all the conditions set out in Article 6 which have not been waived in writing by the Purchasers or the Vendor, as appropriate, the Vendor shall deliver to the Purchasers, or their nominee(s), certificates respecting all the Purchased Securities duly endorsed in blank for transfer or with appropriate transfer forms, subject to all other terms and conditions hereof being complied with, and the Purchasers shall pay and satisfy the purchase price therefor in the manner provided in Section 2.2.

7.3 Further Assurances

Each party to this Agreement covenants and agrees that, from time to time subsequent to the Closing Date, it will, at the request and expense of the requesting party, execute and deliver all such documents, including, without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as any other party hereto, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

ARTICLE 8 **INDEMNIFICATION**

8.1 Indemnification by the Vendor

The Vendor agrees to indemnify and save harmless the Purchasers from and against all Losses suffered or incurred by the Purchasers as a result of:

SCHEDULE 3.1(o)

INTELLECTUAL PROPERTY

Note: No representation or warranty is provided by the Vendor with respect to inactive trademarks.


REGISTERED OR PENDING CANADIAN TRADEMARKS

Trademark	Status	Wares & Services	Owner
1. LA MAISON PREMIUM	ALLOWED Application #: 1210331 Reg.#: Not yet registered Filed: 2004-03-18 Next Renewal: N/A	Salad dressings, mayonnaise, sauces, dips and marinades	Vendor
2. PREFERENCE	REGISTERED Application #: 0891143 Reg.#: TMA559952 Registered: 2002-04-04 Next Renewal: 2017-04-04	Mayonnaise, spoonable salad dressings, pourable salad dressings, edible oil and edible oil products, namely, cooking oil, salad oil and shortening, margarine, peanut butter, marinades, B.B.Q sauces, mustard, popcorn topping, artificial cheese, dipping sauces, coffee whitener, whipped toppings, tartar sauce, cookies and snack dips	Vendor
3. LA MAISON	REGISTERED Application #: 0726429 Reg.#: TMA466615 Registered: 1996-11-29 Next Renewal: 2011-11-29	Salad dressings, mayonnaise, sauces, and dips	Vendor (used solely for Costco)
4. SUNOLA	REGISTERED Application #: 0663816 Reg.#: TMA411049 Registered: 1993-04-16 Next Renewal: 2008-04-16	Margarine	Vendor
5. RANCHERO	REGISTERED Application #: 0657833 Reg.#: TMA419394 Registered: 1993-11-12 Next Renewal: 2008-11-12	Salad dressings	Vendor

Trademark	Status	Wares & Services	Owner
6. VILLAGE	REGISTERED Application #: 0529309 Reg.#: TMA309688 Registered: 1985-12-27 Renewed 2000-12-27 Next Renewal: 2015-12-27	Margarine and salad dressing	Vendor
7. MERIT	REGISTERED Application #: 0528916 Reg.#: TMA313218 Registered: 1986-04-11 Renewed: 2001-04-11 Next Renewal 2016-04-11	Margarine, spoonable salad dressing, mayonnaise and pourable salad dressings	Vendor
8. IDEAL	REGISTERED Application#: 0481310 Reg. # TMA275394 Registered: 1982-12-31 Renewed: 1997-12-31 Next Renewal: 2012-12-31	Margarine	Vendor
9. ELM GROVE	REGISTERED Application #: 0364018 Reg#:TMA196502 Registered: 1973-12-28 Renewed:1988-12-28; and 2003-12-28 Next Renewal: 2018-12-28	A dairy spread, margarine	Vendor
10. SEAFORTH	Filed February 24, 2006 Application#: 1291386	Salad dressings, mayonnaise, sauces, dips, marinades	Vendor
11. SEAFORTH CREAMERY	Filed February 24, 2006 Application#: 1291387	Salad dressings, mayonnaise, sauces, dips, marinades	Vendor


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REGISTERED OR PENDING U.S. TRADEMARKS


Trademark	Status	Goods & Services	Owner
<p>1. ALL SEASONS</p> 	<p>REGISTERED Reg.#:2695495 S.N#: 76410229 Registered: 2003-03-11 Next Renewal: 2013-03-11</p>	Salad dressings	Vendor (used solely for Wal-Mart)
2. MERIT	<p>REGISTERED Reg.#: 2342952 S.N.#: 75621680 Registered: 2000-04-18 Next Renewal: 2010-04-18</p>	Pourable and spoonable salad dressing	Vendor
3. LA MAISON	<p>REGISTERED Reg.#: 2344896 S.N.#: 75593546 Registered: 2000-04-25 Next Renewal: 2010-04-25</p>	Pourable and spoonable salad dressings	Vendor (used solely for Costco)
4. SEAFORTH	<p>Filed February 27, 2006 S.N.#: 78824626</p>	Salad dressings, mayonnaise, sauces, dips, marinades	Vendor
5. SEAFORTH CREAMERY	<p>Filed February 27, 2006 S.N.#: 78824633</p>	Salad dressings, mayonnaise, sauces, dips, marinades	Vendor

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PENDING TRADEMARKS MEXICO

Trademark	Status	Goods & Services	Owner
1. ALL SEASONS 	Filed November 3, 2005 #: 748604	Salad dressings	Vendor (used solely for Wal-Mart)
2. SEAFORTH	Filed February 28, 2006 #: 768753		
3. SEAFORTH CREAMERY	Filed February 28, 2006 #: 768754		

REGISTERED UK TRADEMARKS

Trademark	Status	Goods & Services	Owner
1. ALL SEASONS 	REGISTERED Reg.#:2352748 S.N#: 2352748 Registered: 2006-02-03 Next Renewal: 2014-01-06	Salad dressings	Vendor (used solely for Wal-Mart)

TRADE NAMES, BUSINESS NAMES

Seaforth Creamery Inc. is registered as a trade name in the state of Washington.

Except as otherwise disclosed in this Schedule, none.

PATENTS, PATENT APPLICATIONS, INVENTIONS

None.

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COPYRIGHTS, SERVICE MARKS, BRAND NAMES

Except as otherwise disclosed in this schedule:

1. All copyright associated with the content found at domain name: <http://www.seacream.com>
2. All copyright associated with the content found at domain name:
<http://www.seaforthcreamery.com>

INDUSTRIAL DESIGNS:

None.

NOTICE OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

None.

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