

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ASSOCIATED BRANDS LIMITED PARTNERSHIP		02/05/2009	LIMITED PARTNERSHIP: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TORQUEST MANAGEMENT SERVICES LIMITED PARTNERSHIP, as Agent		
<b>Street Address:</b>	161 Bay Street		
<b>Internal Address:</b>	Suite 4240		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2S1		
<b>Entity Type:</b>	CORPORATION: ONTARIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2022880	ASSOCIATED BRANDS	
Registration Number:	2368988	J CLOTH	
Serial Number:	78930984	MAGIC MILK MIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(416)865-7380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	416.865.8244		
<b>Email:</b>	efan@torys.com		
<b>Correspondent Name:</b>	Edward T. Fan		
<b>Address Line 1:</b>	TORYS LLP, P.O. Box 270, TD Centre		
<b>Address Line 2:</b>	3000-79 Wellington Street West		
<b>Address Line 4:</b>	Toronto, CANADA M5K 1N2		
<b>ATTORNEY DOCKET NUMBER:</b>	34651-2007		

OP \$90.00 2022880

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Edward Fan
Signature:	/Edward Fan/
Date:	02/18/2009

**Total Attachments: 4**

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## TRADEMARK COLLATERAL AGREEMENT

This 5<sup>th</sup> day of February, 2009, ASSOCIATED BRANDS LIMITED PARTNERSHIP, a limited partnership formed under the laws of Ontario ("**Obligor**") with its principal place of business and mailing address at 1790 Matheson Blvd., Mississauga, Ontario, L4W 0B3, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to TorQuest Management Services Limited Partnership (together with all successors and assigns, the "**Agent**"), with an office at 161 Bay Street, Suite 4240, Toronto, Ontario, M5J 2S1, acting as agent hereunder for the Secured Parties identified and defined in the general security agreement entered into between the Obligor and the Agent dated as of the date hereof (the "**General Security Agreement**"), and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Obligor and its affiliates as set out in the General Security Agreement, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Obligor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "**Intent-To-Use Applications**"), but rather, if and so long as Obligor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.


Obligor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ASSOCIATED BRANDS LIMITED PARTNERSHIP

By: Associated Brands G P Corporation  
Its: General Partner

By   
Name Derek L. Briffett  
Title Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

TORQUEST MANAGEMENT  
SERVICES LIMITED PARTNERSHIP,  
by its general partner  
TORQUEST MANAGER GP INC., as  
Agent

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

[SIGNATURE PAGE TO US TRADEMARK COLLATERAL AGREEMENT - ABLP]

9265614.3  
34851-2007

TRADEMARK  
REEL: 003937 FRAME: 0789

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ASSOCIATED BRANDS LIMITED PARTNERSHIP

By: Associated Brands G P Corporation  
Its: General Partner

By

Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

TORQUEST MANAGEMENT  
SERVICES LIMITED PARTNERSHIP,  
by its general partner  
TORQUEST MANAGER GP INC., as  
Agent

By

Name \_\_\_\_\_  
Title \_\_\_\_\_



[SIGNATURE PAGE TO US TRADEMARK COLLATERAL AGREEMENT - ABLP]

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34651-2007

TRADEMARK  
REEL: 003937 FRAME: 0790

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

SERIAL OR REGISTRATION NO.	TRADEMARK
2022880	Associated Brands
2368988	J Cloth
78/930,984	Magic Milk Mix