

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	Security Interest and Lien
------------------------------	----------------------------

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Strubs Food Corporation		12/22/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	1743234 Ontario Inc.
<b>Street Address:</b>	1167 Caledonia Road
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M6A 2X1
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2201504	STRUB'S
Serial Number:	78193057	STRUB'S THE "COOLER" PICKLE

**CORRESPONDENCE DATA**

**Fax Number:** (212)571-9424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** (212) 571-0068  
**Email:** tms@usulaw.com  
**Correspondent Name:** Ullman, Shapiro & Ullman, LLP  
**Address Line 1:** 299 Broadway, Suite 1700  
**Address Line 4:** New York, NEW YORK 10007

<b>ATTORNEY DOCKET NUMBER:</b>	A&B/ONTARIO ASSIGNMENTS
--------------------------------	-------------------------

**DOMESTIC REPRESENTATIVE**

**Name:**  
**Address Line 1:**

OP \$65.00 2201504

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Sarah B. Kickham

Signature:

/sbkickham/

Date:

03/06/2009

Total Attachments: 2

source=Ontario Inc. Trademark Assignment#page1.tif

source=Ontario Inc. Trademark Assignment#page2.tif

**NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

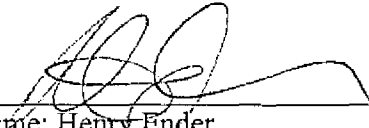
**WHEREAS** Strubs Food Corp. (the "**Debtor**") is the owner of the registered trade marks set forth in Attachment 1 attached hereto (collectively, the "**Trade Marks**");

**WHEREAS** 1743234 Ontario Inc. (the "**Lender**") entered into, *inter alia*, a Loan Agreement with the Debtor dated as of the date hereof by which the Debtor granted to the Lender a security interest and lien in all of its property, including the Trade Marks;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the General Security Agreement, the Debtor hereby confirms the granting of a security interest and lien in the Trade Marks to the Lender.

**DATED:** December 22, 2008.

**STRUBS FOOD CORP.**

By:  c/s  
Name: Henry Ender  
Title: Director  
I have authority to bind the corporation.

**TRADEMARK**

**REEL: 003947 FRAME: 0832**

**Attachment 1**

**Canadian Trademarks**

<b>Trademark</b>	<b>TMA Registration No.</b>	<b>Renewal Date</b>	<b>Registration Date</b>	<b>Application Serial No.</b>
PICKLE GUY design	513803	August 3, 2014	August 3, 1999	0849146
STRUB'S THE COOLER PICKLE & design	599195	January 13, 2019	January 13, 2004	1142352
STRUB's design	500957	September 18, 2013	September 18, 1998	0846569
FISH GUY design	496537	June 22, 2013	June 22, 1998	0849145
SANDWICH GUY design	508200	February 19, 2014	February 19, 1999	0849144
WILLIE'S	383227	April 19, 2021	April 19, 1991 (renewed April 19, 2006)	0643937

**United States Trademarks**

<b>Trademark</b>	<b>TMA Registration No.</b>	<b>Renewal Date</b>	<b>Registration Date</b>	<b>Application Serial No.</b>
STRUB's & design	2201504		November 3, 1998	75399031
STRUB'S THE "COOLER" PICKLE	78193057 [Extension of 2201504]		Filing date December 10, 2002	78193057