

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CanGro Foods Inc. / Aliments CanGro Inc.		09/09/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Penfund Capital Fund III Limited Partnership		
Street Address:	390 Bay Street		
Internal Address:	Suite 1720		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 2Y2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	72012492	AYLMER	
CORRESPONDENCE DATA			
Fax Number:	(402)952-6870		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(402) 341-3070		
Email:	trademark@mcgrathnorth.com		
Correspondent Name:	Tracy L. Deutmeyer		
Address Line 1:	1601 Dodge Street		
Address Line 2:	First National Tower, Suite 3700		
Address Line 4:	Omaha, NEBRASKA 68102		
DOMESTIC REPRESENTATIVE			
Name:	Tracy L. Deutmeyer		
Address Line 1:	1601 Dodge Street		
Address Line 2:	First National Tower, Suite 3700		

OP \$40.00 72012492

900143220

**TRADEMARK
 REEL: 004061 FRAME: 0703**

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:

Tracy L. Deutmeyer

Signature:

/Tracy L. Deutmeyer/

Date:

09/15/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th of September, 2009, among CanGro Foods Inc./ Aliments CanGro Inc., a corporation incorporated pursuant to the *Canada Business Corporations Act* (the "Grantor"), and Penfund Capital Fund III Limited Partnership (the "Lender"), pursuant to the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor and the Lender have entered into a credit agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") whereby the Lender has agreed to advance certain credit facilities to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to the Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Lender, a general security agreement dated as of the date hereof (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, the Grantor is required to execute and deliver to the Lender 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Lender a continuing security interest in all of the 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 trademarks 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 the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any

trademark licensed under any intellectual property' license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor, provided the Lender shall provide notice to the Grantor of any such amendment. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. This Trademark Security Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

CANGRO FOODS INC./ALIMENTS CANGRO INC.

By:  _____
Name: _____
Title: _____

**ACCEPTED AND ACKNOWLEDGED BY:
PENFUND CAPITAL FUND III LIMITED
PARTNERSHIP** by its general partner **PENFUND
CAPITAL PARTNERS INC.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the 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.

**CANGRO FOODS INC./ALIMENTS CANGRO
INC.**

By: _____

Name: _____

Title: _____

**ACCEPTED AND ACKNOWLEDGED BY:
PENFUND CAPITAL FUND III LIMITED
PARTNERSHIP by its general partner PENFUND
CAPITAL PARTNERS INC.**

By: *John Bradlow*

Name: *JOHN BRADLOW*

Title: *DIRECTOR*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARK	COUNTRY	REGISTRATION NUMBER	SERIAL NUMBER
AYLMER	UNITED STATES	72.012,492	N/A