

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OMSTEAD FOODS LIMITED		03/01/2010	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	7510683 CANADA LTD.
Street Address:	200 Burrard Street
Internal Address:	1200 Waterfront Centre
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V7X 1T2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1487660	OMSTEAD
Registration Number:	3453863	OMSTEAD
Registration Number:	3251499	SNOWCREST
Registration Number:	3438809	OMSTEAD STEAM EASE
Registration Number:	3500606	STEAM EASE
Registration Number:	3440779	EDGY VEGGIES OMSTEAD
Registration Number:	3500619	OMSTEAD JALA-LUJAHS
Registration Number:	3492758	OMSTEAD KICKIN' VEGGIES
Registration Number:	3492759	WHAT'S FRESH IN FROZEN
Registration Number:	3442997	OMSTEAD ORIGINALS
Registration Number:	1105246	OMSTEAD
Registration Number:	3535832	OMSTEAD

CORRESPONDENCE DATA

900162522

**TRADEMARK
 REEL: 004208 FRAME: 0606**

OP \$315.00 1487660

Fax Number: (801)578-6999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801-328-3131
Email: TM-SLC@stoel.com
Correspondent Name: Michael E. Mangelson
Address Line 1: 201 South Main Street, Suite 1100
Address Line 4: Salt Lake City, UTAH 84111

ATTORNEY DOCKET NUMBER:	42885.1
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Michael E. Mangelson
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Signature:	/Michael E. Mangelson/
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Date:	05/18/2010
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Total Attachments: 8
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of March 1, 2010 (the "Effective Date") by and BETWEEN:

OMSTEAD FOODS LIMITED, a corporation duly incorporated under the laws of the Province of Alberta (hereinafter referred to as the "Assignor")

- and -

7510683 CANADA LIMITED, a corporation duly incorporated under the laws of Canada (hereinafter referred to as the "Assignee")

Recitals:

- A. pursuant to an Asset Purchase Agreement made as of the 1st day of March, 2010 between Assignor and the Assignee (the "Asset Purchase Agreement"), Assignor transferred to the Assignee its fruit business;
- B. under the Asset Purchase Agreement Assignee also acquired certain rights to the use of the "Omstead" name and brand and plans to continue to carry on business under the "Omstead" name and brand;
- C. the Assignor is the registered owner of the Frozen Vegetables Marks (as defined below), the Frozen Fish Marks (as defined below), and the Frozen Coated Appetizers Marks (as defined below), (collectively, the "Trademarks");
- D. the Assignor licensed the use of the applicable Trademarks to various third parties by way of the Bonduelle Licence (as defined below), Cavendish Licence (as defined below), and Great Lakes Fish Licence (as defined below, collectively, the "Licence Agreements"); and
- E. as part of the transactions contemplated by the Asset Purchase Agreement, the Assignor wishes to convey, assign and transfer to the Assignee and the Assignee wishes to acquire and assume all of the Assignor's right, title and ownership in the Trademarks in addition to all of the Assignor's rights and obligations under each of the Licence Agreements upon and subject to the terms and conditions hereof.

NOW THEREFORE in consideration of the mutual covenants hereinafter contained the parties hereby agreed that:

ARTICLE I
DEFINITIONS

1.1 In this Agreement, including the recitals, the following words and phrases shall have the following meanings:

- (a) "**Bonduelle Licence**" means the trademark licence agreement between Assignor and Bonduelle Canada Inc. dated June 26, 2009 a copy of which is attached hereto as Schedule "A";
- (b) "**Cavendish Licence**" means the trademark licence agreement between Assignor and Cavendish Farms Corporation dated July 28, 2009 a copy of which is attached hereto as Schedule "B";
- (c) "**Frozen Coated Appetizers Marks**" means the trademarks set out in Schedules "A" and "B" of the Cavendish Farms Licence;
- (d) "**Frozen Fish Marks**" means the trademarks set out in Schedule "A" of the Great Lakes Fish Licence;
- (e) "**Frozen Vegetables Marks**" means the trademarks set out in Schedules "A" and "B" of the Bonduelle Licence;
- (f) "**Great Lakes Fish Licence**" means the trademark licence agreement between Assignor and Great Lakes Fish Corporation dated December 28, 2007, a copy of which is attached hereto as Schedule "C"; and
- (g) "**Licensees**" means Bonduelle Canada Inc., Cavendish Farms Corporation and Great Lakes Fish Corporation and "**Licensee**" means any one of them.

ARTICLE II
ASSIGNMENT OF MARKS

2.1 The Assignor hereby sells, assigns, transfers and sets over unto the Assignee, the entire and exclusive right, title and interest in and to the Trademarks, including all goodwill and reputation attached or related thereto and any matured cause of action related to said Trademarks, subject to the rights of the Licensees under the License Agreements.

ARTICLE III
ASSIGNMENT OF THE LICENCE AGREEMENTS

3.1 The Assignor hereby conveys, assigns, transfers and sets over absolutely to the Assignee all of the of the Assignor's rights, interest, and title in and to each of the License Agreements, together with every right of renewal thereof, from and after the date hereof.


3.2 The Assignee unconditionally assumes and agrees to discharge all of the debts, liabilities and obligations in each of the Licence Agreements from and after the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OMSTEAD FOODS LIMITED

7510683 CANADA LIMITED

Per:  _____

Per:  _____

SCHEDULE "A"
OMSTEAD TRADEMARKS

Mark	Type of Mark	Country	Status	Appl./Reg. No.
OMSTEAD	Word	Canada	Registered	Reg. No. 321,428
Omstead & Design	Design	Canada	Registered	Reg. No. 338,775
Omstead logo	Design	Canada	Registered	Reg. No. 705,488
SNOWCREST	Word	Canada	Registered	Reg. No. 139,343
Peak of Perfection Snowcrest Design	Design	Canada	Registered	Reg. No. 483,572
OMSTEAD	Word	Japan	Registered	Reg. No. 2,023,977
OMSTEAD	Word	United States	Registered	Reg. No. 1,487,660
Omstead logo	Design	United States	Registered	Reg. No. 3,453,863
SNOWCREST	Word	United States	Registered	Reg. No. 3,251,499

SCHEDULE "B"
COMPOSITE AND ASSOCIATED TRADEMARKS

Schedule listing the composite trademarks which include the Omstead word which are intended to be acquired by Bonduelle apart from the Omstead word and any associated trademarks.

Composite Marks

Mark	Type of Mark	Country	Status	Appl./Reg. No.
Omstead Steam Ease Design	Design	Canada	Registered	Reg. No. 1,318,963
Omstead Steam Ease Design	Design	United States	Registered	Reg. No. 3,438,809

Associated Marks

Mark	Type of Mark	Country	Status	Appl./Reg. No.
STEAM EASE	Word (1)	Canada	Registered	Reg. No. 705,746
STEAM EASE	Word (2)	United States	Registered	Reg. No. 3,500,806

Notes:

- (1) STEAM EASE TMA 1,319,251 is associated with Composite Mark OMSTEAD STEAM EASE Design TMA 1,318,963
- (2) STEAM EASE US 3,500,806 is associated with Composite Mark STEAM EASE Design US 3,438,809

**SCHEDULE "A"
OMSTEAD TRADEMARKS**

Mark	Type of Mark	Country	Status	Registration No.
OMSTEAD	Word	Canada	Registered	321,428
OMSTEAD	Word	United States	Registered	1,487,660
OMSTEAD	Word	Mexico	Registered	981732
OMSTEAD & DESIGN	Design	Canada	Registered	338,775
OMSTEAD LOGO	Design	Canada	Registered	705,488
OMSTEAD	Word	Japan	Registered	2,023,977
OMSTEAD LOGO	Design	United States	Registered	3,453,863
OMSTEAD LOGO	Design	Mexico	Pending	802,759
STOCK UP WITH OMSTEAD AND PROFIT FROM ORDERING THE BEST	Word	Canada	Registered	331,448
WHAT'S FRESH IN FROZEN	Word	Canada	Registered	705,495
WHAT'S FRESH IN FROZEN	Word	United States	Registered	3,492,759

SCHEDULE "B"
COMPOSITE AND ASSOCIATED TRADEMARKS

Schedule listing the composite trademarks which include the Omstead word which are intended to be acquired by Cavendish Farms Corporation apart from the Omstead word and any associated trademarks.

Composite Marks

Mark	Type of Mark	Country	Status	Appl./Reg. No.
OMSTEAD JALALUJAHS DESIGN	Design	Canada	Registered	706,016
OMSTEAD JALALUJAHS DESIGN	Design	United States	Registered	3,500,619
OMSTEAD JALALUJAHS DESIGN	Design	Mexico	Registered	975,396
OMSTEAD KICKIN VEGGIES DESIGN	Design	Canada	Registered	705,486
OMSTEAD KICKIN VEGGIES DESIGN	Design	United States	Registered	3,492,758
OMSTEAD KICKIN VEGGIES DESIGN	Design	Mexico	Registered	968238
OMSTEAD EDGY VEGGIES DESIGN	Design	Canada	Registered	705,489
OMSTEAD EDGY VEGGIES DESIGN	Design	United States	Registered	3,440,779
OMSTEAD EDGY VEGGIES DESIGN	Design	Mexico	Pending	802,486
OMSTEAD ORIGINALS DESIGN	Design	Canada	Registered	705,490
OMSTEAD ORIGINALS DESIGN	Design	United States	Registered	3,442,997
OMSTEAD ORIGINALS DESIGN	Design	Mexico	Pending	802,485
OMSTEAD CHEEZ TEEZERS DESIGN	Design	Canada	Registered	706,018
OMSTEAD CHEEZ TEEZERS DESIGN	Design	Mexico	Registered	987,864
OMSTEAD CHEEZERS	Word	Canada	Registered	625,468

SCHEDULE "A"

- (1) **OMSTEAD & Design ("fish logo")**
Canadian Application No: 331226
Filed: 1970-03-20
Canadian Registration No: TMA183315
Wares: Fresh, frozen and cooked fish; cooked scallops, oysters and shrimp and precooked fish products.
- (2) **OMSTEAD & Design ("fish logo")**
Canadian Application No: 1309591
Filed: 2006-07-18
Canadian Registration No: not registered
Wares: Fresh, frozen and cooked fish; cooked scallops, oysters and shrimp and precooked fish products; frozen vegetables, including cooked and breaded vegetables; frozen fruits; frozen appetizers.
- (3) **OMSTEAD & Design ("fish logo")**
U.S. Application No: 73/147054
Filed: 1977-11-03
U.S. Registration No: 1105246
Wares: Frozen fish.
- (4) **OMSTEAD & Design ("fish logo")**
U.S. Application No: 77/007196
Filed: 2006-09-22
U.S. Registration No: not registered
Wares: Fresh, frozen and cooked fish; cooked scallops, oysters and shrimp and precooked fish products; frozen vegetables, including cooked and breaded vegetables; frozen fruits; frozen appetizers.