

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premium Brands Holdings Inc.		09/09/2014	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	100 King Street West		
<b>City:</b>	Toronto, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1200567	GRAN'PA DON'S	
<b>Registration Number:</b>	1206366	SMOKIN' OAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	penelope@ipresearchplus.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, Ste 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	COS1-39729 (292926-10)		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>SIGNATURE:</b>	/pja/		
<b>DATE SIGNED:</b>	09/11/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK

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## TRADEMARK COLLATERAL AGREEMENT

This 9th day of September, 2014, PREMIUM BRANDS HOLDINGS INC., a Washington corporation ("*Debtor*"), whose mailing address is c/o Premium Brands Inc., 100 - 10991 Shellbridge Way, Richmond, B.C., V6X 3C6, Canada, and the other parties executing this Agreement under the heading "*Debtors*" in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at 100 King Street West, First Canadian Place, 19th Floor, Toronto, ON M5X 1A1, acting as agent hereunder for the Issuing Bank (as defined in the Credit Agreement) and the Lenders, together with affiliates of the Lenders being hereinafter referred to collectively as the "*Secured Creditors*" and individually as a "*Secured Creditor*", and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors 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 any 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 any and all indebtedness, obligations, and liabilities of Premium Brands Operating Limited Partnership and Premium Brands Holdings Inc. ("*PB USA*"), under the Amended and Restated Credit Agreement dated for reference effective September 9, 2014 (the "*Credit Agreement*"), as the same may be further amended, modified, supplemented, restated or replaced in its entirety, whether arising before or after the filing of a petition in bankruptcy and including all interest, fees and charges after the entry of an order for relief PB USA in a case under Title 11 of the United States Bankruptcy Code or similar proceeding, whether or not such interests, costs, fees and charges would be allowed as a claim against PB USA in such proceeding) due or to become due, direct or indirect, absolute or contingent and however so evidenced, held or acquired (all of the indebtedness, obligations, liabilities, expenses, and charges described above being hereinafter referred to as the "*Secured Obligations*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by any Debtor 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 such Debtor'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 Agent on such Intent-To-Use Application as collateral security for the Secured 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 Agreement.

[SIGNATURE PAGE TO FOLLOW]

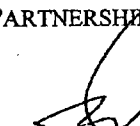
IN WITNESS WHEREOF, Debtors have caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

"DEBTORS"

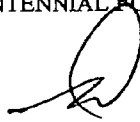
PREMIUM BRANDS HOLDINGS INC.

By   
Name Will Kalutya  
Title ~~CFO~~ Director / Secretary / Treasurer

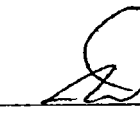
PREMIUM BRANDS OPERATING LIMITED  
PARTNERSHIP

By   
Name Will Kalutya  
Title CFO

CENTENNIAL FOODSERVICE

By   
Name Will Kalutya  
Title CFO

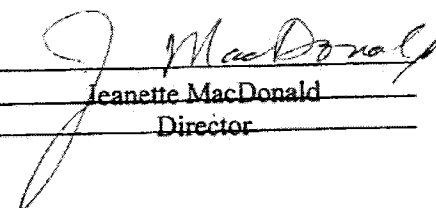
FREYBE GOURMET FOODS LTD.

By   
Name Will Kalutya  
Title CFO

Signature Page to  
Trademark Collateral Agreement

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

BANK OF MONTREAL, as Agent

By:   
Name: Jeanette MacDonald  
Title: Director

Signature Page to  
Trademark Collateral Agreement

TRADEMARK  
REEL: 005360 FRAME: 0918

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

OWNER	TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
Premium Brands Holdings Inc.	GRAN'PA DON'S		1,200,567
Premium Brands Holdings Inc.	SMOKIN OAK		1,206,366
