PTO-15
5-93)
No. 0651-0011 (exp. 4/94)

REC 10-03-2002 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102239871

b settings ⇨ ⇨ ⇨ ▼

To the Honorable Commissioner of Pate... ...ached original documents or copy thereof.

Name of conveying party(ies):

Canadian Imperial Bank of Commerce

10-1-02

Individual(s) ☐ Association
General Partnership ☐ Limited Partnership
Corporation-State
Other

...itional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interest in certain Trademark Rights

...ecution Date: September 9, 2002

2. Name and address of receiving party(ies)

Name: Multifoods Distribution Group, Inc.

Internal Address:

Street Address: 12650 E. Arapahoe Rd.

City: Englewood State: CO ZIP: 80112

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State Colorado
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....$ 540.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

10/03/2002 AAHMED1 00000009 2090587

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 500.00 OP

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath
Name of Person Signing

Signature

9/24/02
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002592 FRAME: 0515

Continuation Item 4

Schedule A

U.S. Trademark Registrations

Title	Reg.No./ App.No.	Owner
Altro	2,090,587	Multifoods Distribution Group, Inc.
~~Better Brands~~	~~2,404,095~~	~~Better Brands, Inc.~~
Deli Co Foods (and Design)	1,409,653	Multifoods Distribution Group, Inc.
Flavor-Lite	1,313,672	Multifoods Distribution Group, Inc.
Flavor-Lite (and Design)	1,321,074	Multifoods Distribution Group, Inc.
Grindstone Café	1,970,476	Multifoods Distribution Group, Inc.
Mazza Northwest's Finest Cheese (and Design)	1,739,167	Multifoods Distribution Group, Inc.
Midnight Springs	2,230,835	Multifoods Distribution Group, Inc.
Milking Stool	1,791,767	Multifoods Distribution Group, Inc.
Multi-Choice	75/821,759	Multifoods Distribution Group, Inc.
Pizza U University (and Design)	1,563,873	Multifoods Distribution Group, Inc.
Trailside Scout Snacks	2,102,987	Multifoods Distribution Group, Inc.
Ultimo	1,627,393	Multifoods Distribution Group, Inc.
Ultimo! (and Design)	2,362,205	Multifoods Distribution Group, Inc.
Ultimo! (and Design)	2,604,769	Multifoods Distribution Group, Inc.
VSA	1,206,806	Multifoods Distribution Group, Inc.
THE VSA COFFEE SHOPPE (and Design)	1,896,641	Multifoods Distribution Group, Inc.
VSA-Vendor's Supply of America (stylized)	1,182,513	Multifoods Distribution Group, Inc.
VSA (Stylized)	1,206,808	Multifoods Distribution Group, Inc.
VSA (Stylized)	1,206,807	Multifoods Distribution Group, Inc.
VENDOR'S SELECT	1,885,119	Multifoods Distribution Group, Inc.
YOUR SOURCE FOR SUCCESS	1,892,458	Multifoods Distribution Group, Inc.

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(2)

TERMINATION AND RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of September 9, 2002, from CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent (the "Collateral Agent"), for the Secured Parties (as defined in the Collateral Agreement referred to below), to INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation, and each of the other Loan Parties (as defined in the Collateral Agreement).

WITNESSETH:

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement dated as of November 13, 2001 (the "Collateral Agreement"), made by the Loan Parties identified therein in favor of the Collateral Agent for the Secured Parties, a security interest (the "Security Interest") was granted by certain of the Loan Parties to the Collateral Agent, for the ratable benefit of the Secured Parties, in the Trademark Collateral (as hereinafter defined);

WHEREAS, the Security Interest in the Trademark Collateral was recorded in the United States Patent and Trademark Office on December 10, 2001, at Reel 2404 and Frame 0753 and at Reel 2405 and Frame 0065;

WHEREAS, International Multifoods Corporation has entered into a stock purchase agreement, dated as of July 29, 2002, by and between International Multifoods Corporation and Wellspring Distribution Corp. pursuant to which International Multifoods Corporation will sell all of the capital stock of Multifoods Distribution Management, Inc. and its Subsidiaries;

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of the Security Interest in the Trademark Collateral of Multifoods Distribution Management, Inc. and its Subsidiaries, including, without limitation, the Trademark Collateral listed on Schedule A hereto (the "Released Collateral");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean all of each Loan Party's right, title and interest of every kind and nature as of the date hereof in and to the Trademarks (including, without limitation, the items listed on Schedule A).

2. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges the Security Interest in the Released Collateral, and any right, title or interest of the Collateral Agent or any of the Secured Parties in the Released Collateral shall hereby cease and become void. The Collateral Agent's Security Interest in all Trademark Collateral other than the Released Collateral shall remain in full force and effect.

3. Further Assurances: The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated by this Termination and Release.

TRADEMARK
REEL: 002592 FRAME: 0518

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as Collateral Agent

By: Katherine Bass

Name: Katherine Bass

Title: Authorized Signatory

Acknowledged and agreed to
As of the date first above written:

INTERNATIONAL MULTIFOODS CORPORATION

By:_____

Name:

Title:

FANTASIA CONFECTIONS, INC.

By:_____

Name:

Title:

WINDMILL HOLDINGS CORP.

By:_____

Name:

Title:

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CANADIAN IMPERIAL BANK OF COMMERCE, as Collateral Agent

By: _____

Name:

Title:

Acknowledged and agreed to
As of the date first above written:

INTERNATIONAL MULTIFOODS CORPORATION

By: John E. Byom

Name: John E. Byom

Title: Vice President, Finance and Chief Financial Officer

FANTASIA CONFECTIONS, INC.

By: John E. Byom

Name: John E. Byom

Title: Vice President, Finance and Chief Financial Officer

WINDMILL HOLDINGS CORP.

By: John E. Byom

Name: John E. Byom

Title: Vice President - Finance

TRADEMARK
REEL: 002592 FRAME: 0520

STATE OF New York)
)ss
COUNTY OF New York)

On this 5 day of September, 2002, before me personally appeared Katherine Bass to me known who, being by me duly sworn, did depose and say that he/she is Executive Director of Canadian Imperial Bank of Commerce, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Canadian Imperial Bank of Commerce.

Joyce Tortorella
Notary Public

(Affix Seal Below)

JOYCE TORTORELLA
Notary Public, State of New York
No. 01TO6054290
Qualified in Putnam County
Commission Expires Jan. 29, 2003

STATE OF Minnesota)
)ss
COUNTY OF Hennepin)

On this 5th day of September 2002, before me personally came John E. Byom, who is personally known to me to be the Vice President-Finance & CFO of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President-Finance & CFO in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Denise M. Kuntz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF Minnesota)
)ss
COUNTY OF Hennepin)

On this 5th day of September 2002, before me personally came John E. Byom, who is personally known to me to be the Vice President, Finance & CFO of FANTASIA CONFECTIONS, INC., a California corporation and a Subsidiary of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President, Finance & CFO in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.

Denise M. Kurtz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF Minnesota)
)ss
COUNTY OF Hennepin)

On this 5th day of September, 2002, before me personally came John E. Byom, who is personally known to me to be the Vice President - Finance of WINDMILL HOLDINGS CORP., a California corporation and a Subsidiary of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President - Finance in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.

Denise M. Kurtz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

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Grindstone Café	1,970,476	Multifoods Distribution Group, Inc.
Mazza Northwest's Finest Cheese (and Design)	1,739,167	Multifoods Distribution Group, Inc.
Midnight Springs	2,230,835	Multifoods Distribution Group, Inc.
Milking Stool	1,791,767	Multifoods Distribution Group, Inc.
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