

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of Nova Scotia		03/01/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Baltic Sea Limited		
Street Address:	8th Floor, Henley Building, 5 Queen's Road		
City:	Central		
State/Country:	HONG KONG		
Entity Type:	Bank: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1808703	FULL HOUSE	
CORRESPONDENCE DATA			
Fax Number:	(717)291-4660		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717-299-5201		
Email:	jslonaker@barley.com		
Correspondent Name:	Jennifer Mae Slonaker		
Address Line 1:	PO Box 1559		
Address Line 4:	Lancaster, PENNSYLVANIA 17608-1559		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	Jennifer Mae Slonaker		

CH \$40.00 1808703

Signature:	/jennifer mae slonaker/
Date:	08/15/2005
Total Attachments: 4 source=Lambert Spawn - E#page1.tif source=Lambert Spawn - E#page2.tif source=Lambert Spawn - E#page3.tif source=Lambert Spawn - E#page4.tif	

UNCONDITIONAL ASSIGNMENT OF SECURITY INTERESTS

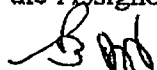
This Assignment of Security Interests is executed as of the 31st day of March 2005, by and between The Montreal Trust Company of Canada, ("Assignor") and Baltic Sea Limited, ("Assignee") with respect to the tangible and intangible personal property of Money's Foods US, Inc., a Delaware corporation, ("Debtor").

I. RECITALS

A. Assignor is the holder of a security interest pertaining to all of the tangible and intangible personal property of the Debtor identified on Exhibit A (the "Collateral"), to this Unconditional Assignment of Security Interest.

B. Vlastic Farms, Inc., gave Assignor a security interest in the Collateral to secure indebtedness, pursuant to the terms of a Security Agreement between Vlastic Farms, Inc. and the Assignor, as Trustee, dated January 31, 2000, (the "Security Agreement").

C. Vlastic Farms, Inc. and Money's Foods (U.S.) Ltd. merged pursuant to an Agreement of Merger dated February 1, 2000, forming the Debtor.

D. Assignee became the assignee all of the Assignor's right, title and interest in the Collateral on or about ~~31st day of December 2004~~ ^{1st day of April, 2005}. 

E. Assignee failed to record the assignment of the Assignor's interest in the Collateral to Assignee. The parties desire to reflect Assignee's interest in the Collateral by executing this Assignment of Security Interest.

II. AGREEMENT

1. **ASSIGNMENT OF SECURITY INTEREST.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor, Assignor hereby unconditionally assigns, without recourse, all of its right, title and interest in and to that certain Collateral given in its favor by Debtor.


2. **CONSENT TO RECORDING ASSIGNMENT.** Assignor hereby consents to Assignee's recording an assignment of Security Interest and termination of Assignor's interest in the Collateral.

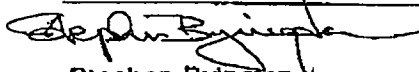
3. MISCELLANEOUS PROVISIONS.

- 3.1 *Applicable Law.* This Agreement shall be construed in accordance with the laws of the State of Delaware.
- 3.2 *Complete Understanding - Modification.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto. This agreement constitutes the entire agreement and understanding between the parties and shall not be modified, altered or changed in any respect unless in writing signed by all parties.
- 3.3 *Ambiguities.* The parties hereto have negotiated each of the terms of this document. Ambiguities in this document, if any, shall be reasonably interpreted according to all of the relevant circumstances and shall not otherwise be construed against either party regardless of which party may have drafted the ambiguous provision.
- 3.4 *Binding Effect.* This Agreement shall be binding upon the parties hereto and their respective heirs, successors, personal representatives and assigns.
- 3.5 *Severability.* In the event that any provision of this Agreement shall be declared unenforceable by any court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.
- 3.6 *Venue.* If any legal action should be brought regarding the enforcement of this Agreement, the parties agree to venue and jurisdiction in the state or federal courts of the State of Ohio; Henry County, and waive any claim that the forum for such action is inconvenient.
- 3.7 *Counterparts.* This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which shall together constitute one and the same instrument.

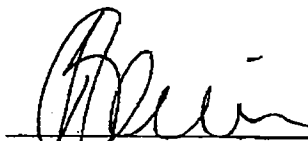
Executed on the dates below indicated.

**MONTREAL TRUST COMPANY OF
CANADA, "ASSIGNOR"**


By: Lulu Tao
Its: Professional, Corporate Trust


Stephen Byington
Administrator, Corporate Trust

BALTIC SEA LIMITED


By: Barbara Frederikse
Its: Authorized Signing Officer

All of the Company's:

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]
- (iv) [REDACTED]
- (v) [REDACTED]
- (vi) [REDACTED]
- (vii) [REDACTED]
- (viii) [REDACTED]
- (ix) [REDACTED]
- (x) [REDACTED]
- (xi) [REDACTED]
- (xii) Intellectual Property;
- (xiii) [REDACTED]
- (xiv) [REDACTED]
- (xv) [REDACTED]

(xvi)

[REDACTED]

(xvii)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]