TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PINNACLE FOODS CORPORATION		04/02/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	LEHMAN COMMERCIAL PAPER INC., as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2729347	AGREE OR IT'S FREE
Registration Number:	2821235	ALL DAY BREAKFAST
Registration Number:	2827822	AMERICAN RECIPES
Registration Number:	2828360	CASA BRAVA
Registration Number:	2824133	CASA REGINA
Registration Number:	1513742	COUNTRY CLASSIC
Registration Number:	1399722	
Registration Number:	2362160	FRAZZLIN' FRIED CHICKEN WINGS
Registration Number:	1824509	GREAT STARTS
Registration Number:	1825316	GREAT STARTS
Registration Number:	2700757	GRILL CLASSICS
Registration Number:	2896440	HEARTY HERO
Registration Number:	1086538	HUNGRY-MAN

OP $1015.00 2729347

Registration Number:	2819881	HUNGRY-MAN SPORTS GRILL
Registration Number:	2817333	HUNGRY-MAN STEAKHOUSE
Registration Number:	2924221	IT'S GOOD TO BE FULL
Registration Number:	0578795	MILWAUKEE'S
Registration Number:	0701940	OPEN PIT
Registration Number:	3053003	OVALS
Registration Number:	3034156	OVALS
Registration Number:	2705519	POTATO TOPPED
Registration Number:	2922651	RELISH MIXERS
Registration Number:	1898229	SANDWICH STACKERS
Registration Number:	2101531	SANDWICH STACKERS
Registration Number:	2101623	SANDWICH STACKERS
Registration Number:	2595161	SMASHIN' SAUCE
Registration Number:	1952990	SNACK'MMS
Registration Number:	2813076	SPORTS GRILL
Registration Number:	2432756	STACKERS
Registration Number:	2834498	STEAKHOUSE MIX
Registration Number:	2492390	SUPER STACKERS
Registration Number:	2968574	TASTE THE JUICY CRUNCH
Registration Number:	2507803	THAT'S THE BEST TASTING PICKLE I EVER HEARD
Registration Number:	2416646	THE ORIGINAL TV DINNER
Registration Number:	0699512	VLASIC
Registration Number:	2905128	VLASIC
Registration Number:	1429452	VLASIC
Registration Number:	2582767	VLASIC
Registration Number:	1890639	VLASIC
Registration Number:	2577113	VLASIC FARMS FRESH WHOLE MUSHROOMS FRESHEST TASTE FINEST QUALITY

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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ATTORNEY DOCKET NUMBER:	023299-0409
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kristinazcona/
Date:	04/04/2007

Total Attachments: 72
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

dated as of

April 2, 2007

among

PEAK FINANCE LLC (TO BE MERGED WITH AND INTO PINNACLE FOODS FINANCE LLC),
as Borrower

PEAK FINANCE HOLDINGS LLC,
as Holdings

CERTAIN SUBSIDIARIES OF BORROWER AND HOLDINGS

IDENTIFIED HEREIN

and

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

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Schedules

Schedule I	Subsidiary Parties
Schedule II	Intellectual Property

Exhibits

Exhibit I	Form of Supplement
Exhibit II	Form of Perfection Certificate

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of April 2, 2007, among PEAK FINANCE LLC ("Finance Sub" and, prior to the Merger, the "Borrower"), a Delaware limited liability company to be merged with and into PINNACLE FOODS FINANCE LLC, a Delaware limited liability company ("New Crunch" and, after the Merger, the "Borrower"), PEAK FINANCE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Borrower and Holdings from time to time party hereto and LEHMAN COMMERCIAL PAPER INC. ("LCPI"), as Collateral Agent for the Secured Parties (as defined below).

Reference is made to the Credit Agreement dated as of April 2, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, LCPI, as Administrative Agent and Collateral Agent, Goldman Sachs Credit Partners L.P., as Syndication Agent, Mizuho Corporate Bank, Ltd. and General Electric Capital Corporation, as Co-Documentation Agents, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the other Grantors (as defined below) (other than Borrower) are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 *Credit Agreement.*

(a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) and not defined in this Agreement have the meanings specified therein; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

Section 1.02 *Other Defined Terms.* As used in this Agreement, the following terms have the meanings specified below:

"Agreement" means this Intellectual Property Security Agreement.

"Borrower" has the meaning assigned to such term in the preliminary statement of this Agreement.

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"Claiming Party" has the meaning assigned to such term in Section 4.02.

"Collateral" has the meaning assigned to such term in Section 2.01.

"Collateral Agent" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Contributing Party" has the meaning assigned to such term in Section 4.02.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country or group of countries, whether as author, assignee, transferee or otherwise, (b) all registrations and applications for registration of any such copyright in the United States or any other country or group of countries, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II., (c) all extensions and renewals thereof and (d) all rights to sue for past, present and future infringements thereof.

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Grantor" means each of Holdings, Finance Sub, New Crunch, each Intermediate Holding Company and each Subsidiary Party that is a signatory hereto or otherwise a Material Domestic Subsidiary.

"Holdings" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Intellectual Property" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Intellectual Property Collateral" means Collateral consisting of Intellectual Property.

"Intellectual Property Security Agreement Supplement" means an instrument in the form of Exhibit I hereto.

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"Lender" has the meaning assigned to such term in the preliminary statement of this Agreement.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense agreement to which any Grantor is a party, including those listed on Schedule II.

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or the equivalent thereof in any other country or group of countries, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II, (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (c) all rights to sue for past, present and future infringements thereof.

"Perfection Certificate" means a certificate substantially in the form of Exhibit II, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by the chief financial officer and the chief legal officer of the Borrower.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Security Interest" has the meaning assigned to such term in Section 2.01(a).

"Subsidiary Parties" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Subsidiary Party after the Closing Date.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names,

business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or group of countries or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) the rights to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill.

ARTICLE II

SECURITY INTERESTS

Section 2.01 *Security Interest.* (a) As security for the payment or performance, as the case may be, in full of the Obligations, including each Guaranty, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

(i) all Copyrights;

(ii) all Patents;

(iii) all Trademarks;

(iv) all Licenses;

(v) all other Intellectual Property; and

(vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Provided, however, notwithstanding any of the other provisions herein, this Agreement shall not constitute a grant of a security interest in any license to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein, (ii) in a breach, default or termination pursuant to the terms thereof, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity) or (iii) would result in the forfeiture of the Grantors' rights in any Trademark applications filed in the United States

Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application; *provided however* that the Collateral shall include such license (and such security interest shall attach) immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license that does not result in any of the consequences specified in (i) or (ii) above; *provided further* that the exclusions referred to in this clause shall not include any Proceeds of any such license.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent for the benefit of the Secured Parties at any time and from time to time to file in any relevant jurisdiction any initial financing statements with respect to the Collateral or any part thereof and amendments thereto that (i) indicate the Collateral as all assets of such Grantor or words of similar effect as being of equal or lesser scope or with greater detail and (ii) contain the information required by Article 9 of the Uniform Commercial Code or the analogous legislation of each applicable jurisdiction for the filing of any financing statement or amendment, including whether such Grantor is an organization, the type of organization and any organizational identification number issued to such Grantor. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

Section 2.02 *Representations and Warranties*. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Collateral Agent and the other Secured Parties that:

(a) Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained.

(b) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of each Gran-

tor, is correct and complete in all material respects as of the Closing Date. The Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations prepared by the Collateral Agent based upon the information provided to the Collateral Agent in the Perfection Certificate for filing in each governmental, municipal or other office specified on the Perfection Certificate (or specified by notice from the Borrower to the Collateral Agent after the Closing Date in the case of filings, recordings or registrations required by Section 6.11 of the Credit Agreement), are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. Each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(c) The Security Interest constitutes (i) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, including the Guaranty, (ii) subject to the filings described in Section 2.02(b), a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code and (iii) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three-month period (commencing as of the date

hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than (i) any nonconsensual Lien that is expressly permitted pursuant to Section 7.01 of the Credit Agreement and has priority as a matter of law and (ii) Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(d) The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (ii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 7.01 of the Credit Agreement.

Section 2.03 *Covenants.*

(a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in legal name of any Grantor, (ii) in the identity or type of organization or corporate structure of any Grantor, or (iii) in the jurisdiction of organization of any Grantor.

(b) Each Grantor shall, at its own expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 7.01 of the Credit Agreement.

(c) Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 6.01 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by the chief financial officer and the chief legal officer of the Borrower setting forth the information required pursuant to Schedules 1(a), 1(c), 1(e), 1(f) and 2(b) of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 2.03(c).

(d) The Borrower agrees, on its own behalf and on behalf of each other Grantor, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements or other documents in connection herewith or

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therewith. If any amount payable under or in connection with any of the Collateral that is in excess of $5,000,000 shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged and delivered to the Collateral Agent, for the benefit of the Secured Parties, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided* that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

(e) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 7.01 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement and within a reasonable period of time after the Collateral Agent has requested that it do so, and each Grantor jointly and severally agrees to reimburse the Collateral Agent within 10 days after demand for any payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization. Nothing in this paragraph shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(f) Each Grantor (rather than the Collateral Agent or any Secured Party) shall remain liable (as between itself and any relevant counterparty) to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

Section 2.04 *As to Intellectual Property Collateral.*

(a) Except to the extent failure to act could not reasonably be expected to have a Material Adverse Effect, with respect to registration or pending application of each item of its Intellectual Property Collateral for which such Grantor has standing to do so, each Grantor agrees to take, at its expense, all steps, including, without limitation, in the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authority located in the United States, to (i) maintain the validity and enforceability of any registered Intellectual Prop-

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erty Collateral (or applications therefor) and maintain such Intellectual Property Collateral in full force and effect, and (ii) pursue the registration and maintenance of each Patent, Trademark, or Copyright registration or application, now or hereafter included in such Intellectual Property Collateral of such Grantor, including, without limitation, the payment of required fees and taxes, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other governmental authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 or the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, no Grantor shall do or permit any act or knowingly omit to do any act whereby any of its Intellectual Property Collateral may lapse, be terminated, or become invalid or unenforceable or placed in the public domain (or in case of a trade secret, lose its competitive value).

(c) Except where failure to do so could not reasonably be expected to have a Material Adverse Effect, each Grantor shall take all steps to preserve and protect each item of its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Trademarks, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Trademarks abide by the applicable license's terms with respect to the standards of quality.

(d) Each Grantor agrees that, should it obtain an ownership or other interest in any Intellectual Property Collateral after the Closing Date ("After-Acquired Intellectual Property") (i) the provisions of this Agreement shall automatically apply thereto, and (ii) any such After-Acquired Intellectual Property and, in the case of Trademarks, the goodwill symbolized thereby, shall automatically become part of the Intellectual Property Collateral subject to the terms and conditions of this Agreement with respect thereto.

(e) Once every fiscal quarter of the Borrower, with respect to issued or registered Patents (or published applications therefor) or Trademarks (or applications therefor), and once every month, with respect to registered Copyrights, each Grantor shall sign and deliver to the Collateral Agent an appropriate Intellectual Property Security Agreement with respect to all applicable Intellectual Property owned or exclusively licensed by it as of the last day of such period, to the extent that such Intellectual Property is not covered by any previous Intellectual Property Security Agreement so signed and delivered by it. In each case, it will promptly cooperate as reasonably necessary to enable the Collateral Agent to make any necessary or reasonably desirable recordations with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as appropriate.

(f) Nothing in this Agreement prevents any Grantor from discontinuing the use or maintenance of any or its Intellectual Property Collateral to the extent permitted by the Credit Agreement if such Grantor determines in its reasonable business judgment that such discontinuance is desirable in the conduct of its business.

ARTICLE III

REMEDIES

Section 3.01 *Remedies Upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right, at the same or different times, with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and, generally, to exercise any and all rights afforded to a secured party with respect to the Obligations under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law and the notice requirements described below, to sell or otherwise dispose of all or any part of the Collateral securing the Obligations at a public or private sale, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. Each such purchaser at any sale of Collateral shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

If any notice is required by applicable law, the Collateral Agent shall give the applicable Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the New York UCC or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Agreement, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or ap-

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praisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 3.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-610(b) of the New York UCC or its equivalent in other jurisdictions.

Section 3.02 *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of Collateral, including any Collateral consisting of cash, in accordance with Section 8.04 of the Credit Agreement as of the Closing Date.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

Section 3.03 *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Agreement at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor shall, upon request by the Collateral Agent at any time after and during the continuance of an Event of Default, grant to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, during the continuation of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

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ARTICLE IV

INDEMNITY, SUBROGATION AND SUBORDINATION

Section 4.01 *Indemnity*. In addition to all such rights of indemnity and subrogation as the Grantors may have under applicable law (but subject to Section 4.03), the Borrower agrees that in the event any assets of any Grantor shall be sold pursuant to this Agreement or any other Collateral Document to satisfy in whole or in part an obligation owed to any Secured Party, the Borrower shall indemnify such Grantor in an amount equal to the greater of the book value or the fair market value of the assets so sold.

Section 4.02 *Contribution and Subrogation*. Each Subsidiary Party (a "Contributing Party") agrees (subject to Section 4.03) that, in the event assets of any other Subsidiary Party shall be sold pursuant to any Collateral Document to satisfy any Obligation owed to any Secured Party and such other Subsidiary Party (the "Claiming Party") shall not have been fully indemnified by the Borrower as provided in Section 4.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the greater of the book value or the fair market value of such assets, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the aggregate net worth of all the Grantors on the date hereof (or, in the case of any Grantor becoming a party hereto pursuant to Section 5.14, the date of the Intellectual Property Security Agreement Supplement executed and delivered by such Grantor). Any Contributing Party making any payment to a Claiming Party pursuant to this Section 4.02 shall be subrogated to the rights of such Claiming Party to the extent of such payment.

Section 4.03 *Subordination*.

(a) Notwithstanding any provision of this Agreement to the contrary, all rights of the Grantors under Sections 4.01 and 4.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Grantor to make the payments required by Sections 4.01 and 4.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Grantor with respect to its obligations hereunder, and each Grantor shall remain liable for the full amount of the obligations of such Grantor hereunder.

(b) Each Grantor hereby agrees that upon the occurrence and during the continuance of an Event of Default and after notice from the Collateral Agent all Indebtedness owed by it to any Subsidiary shall be fully subordinated to the indefeasible payment in full in cash of the Obligations.

ARTICLE V

MISCELLANEOUS

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Section 5.01 *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.02 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Party shall be given to it in care of the Borrower as provided in Section 10.02 of the Credit Agreement.

Section 5.02 *Waivers; Amendment.*

(a) No failure or delay by the Collateral Agent, any L/C Issuer or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, the L/C Issuers and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 5.02, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan or issuance of a Letter of Credit shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or any L/C Issuer may have had notice or knowledge of such Default at the time. No notice or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Loan Party or Loan Parties with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement.

Section 5.03 *Collateral Agent's Fees and Expenses; Indemnification.*

(a) The parties hereto agree that the Collateral Agent shall be entitled to reimbursement of its expenses incurred hereunder as provided in Section 10.04 of the Credit Agreement.

(b) Without limitation of its indemnification obligations under the other Loan Documents, the Borrower agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 10.05 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating to any of the foregoing agreement or instrument contemplated hereby, or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judg-

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ment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any Affiliate, director, officer, employee, counsel, agent or attorney-in-fact of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Collateral Documents. The provisions of this Section 5.03 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 5.03 shall be payable within 10 days of written demand therefor.

Section 5.04 *Successors and Assigns*. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

Section 5.05 *Survival of Agreement*. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Lenders and shall survive the execution and delivery of the Loan Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any Lender or on its behalf and notwithstanding that the Collateral Agent, any L/C Issuer or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended under the Credit Agreement, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under any Loan Document is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated.

Section 5.06 *Counterparts; Effectiveness; Several Agreement*. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective as to any Loan Party when a counterpart hereof executed on behalf of such Loan Party shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Loan Party and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Loan Party, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Loan Party shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Loan Party and may be amended, modified, supplemented, waived or released with respect to any Loan Party without

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the approval of any other Loan Party and without affecting the obligations of any other Loan Party hereunder.

Section 5.07 *Severability*. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 5.08 *Right of Set-Off*. In addition to any rights and remedies of the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender and its Affiliates and each L/C Issuer and its Affiliates is authorized at any time and from time to time, without prior notice to the Borrower or any other Loan Party, any such notice being waived by the Borrower (on its behalf and on behalf of each Loan Party and its Subsidiaries) to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other Indebtedness at any time owing by, such Lender and its Affiliates or such L/C Issuer and its Affiliates, as the case may be, to or for the credit or the account of the respective Loan Parties and their Subsidiaries against any and all Obligations owing to such Lender and its Affiliates or such L/C Issuer and its Affiliates hereunder or under any other Loan Document, now or hereafter existing, irrespective of whether or not such Agent or such Lender or Affiliate shall have made demand under this Agreement or under any other Loan Document and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness; *provided* that, in the case of any such deposits or other Indebtedness for the credit or the account of any Foreign Subsidiary, such set off may only be against any obligations of Foreign Subsidiaries. Each Lender and each L/C Issuer agrees promptly to notify the Borrower and the Collateral Agent after any such set off and application made by such Lender or such L/C Issuer, as the case may be; *provided*, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of each Lender and each L/C Issuer under this Section 6.08 are in addition to other rights and remedies (including other rights of setoff) that the Collateral Agent, such Lender and such L/C Issuer may have.

Section 5.09 *Governing Law; Jurisdiction; Consent to Service of Process.*

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each of the Loan Parties hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and deter-

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mined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent, any L/C Issuer or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(c) Each of the Loan Parties hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 5.09. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 5.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

Section 5.10 *WAIVER OF JURY TRIAL.* EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.10.

Section 5.11 *Headings*. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

Section 5.12 *Security Interest Absolute*. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument,

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(c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

Section 5.13 *Termination or Release.*

(a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when all the outstanding Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement, the L/C Obligations have been reduced to zero and the L/C Issuers have no further obligations to issue Letters of Credit under the Credit Agreement.

(b) A Subsidiary Party shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Party shall be automatically released upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Party ceases to be a Subsidiary or is designated as an Unrestricted Subsidiary of the Borrower; *provided* that the Required Lenders shall have consented to such transaction (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

(c) Upon any sale or other transfer by any Grantor of any Collateral (other than any transfer to another Grantor) that is permitted under the Credit Agreement, or upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 10.01 of the Credit Agreement, the security interest in such Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to paragraph (a), (b) or (c), the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.13 shall be without recourse to or warranty by the Collateral Agent.

Section 5.14 *Additional Grantors.* Pursuant to Section 6.11 of the Credit Agreement, any Intermediate Holding Company and certain Restricted Subsidiaries of Holdings that were not in existence or not Restricted Subsidiaries on the date of the Credit Agreement are required to enter in this Agreement as Grantors upon becoming an Intermediate Holding Company or Restricted Subsidiaries, as the case may be. Upon execution and delivery by the Collateral Agent and an Intermediate Holding Company or a Restricted Subsidiary, as the case may be, of an Intellectual Property Security Agreement Supplement, such Intermediate Holding Company or Restricted Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any other Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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Section 5.15 *General Authority of the Collateral Agent.* By acceptance of the benefits of this Agreement and any other Collateral Documents, each Secured Party (whether or not a signatory hereto) shall be deemed irrevocably (a) to consent to the appointment of the Collateral Agent as its agent hereunder and under such other Collateral Documents, (b) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Secured Party for the enforcement of any provisions of this Agreement and such other Collateral Documents against any Grantor, the exercise of remedies hereunder or thereunder and the giving or withholding of any consent or approval hereunder or thereunder relating to any Collateral or any Grantor's obligations with respect thereto, (c) to agree that it shall not take any action to enforce any provisions of this Agreement or any other Collateral Document against any Grantor, to exercise any remedy hereunder or thereunder or to give any consents or approvals hereunder or thereunder except as expressly provided in this Agreement or any other Collateral Document and (d) to agree to be bound by the terms of this Agreement and any other Collateral Documents.

Section 5.16 *Collateral Agent Appointed Attorney-in-Fact.* Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof at any time after and during the continuance of an Event of Default, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default and notice by the Collateral Agent to the Borrower of its intent to exercise such rights, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (d) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; and (e) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided* that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct or that of any of their Affiliates, directors, officers, employees, counsel, agents or attorneys-in-fact.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PEAK FINANCE HOLDINGS LLC, as Holdings

By: _____
Name: Shervin Korangy
Title: Vice President

[IP Security Agreement]

PEAK FINANCE LLC, as Borrower (prior to the Merger)

By: _____
Name: Shervin Korangy
Title: Vice President

[IP Security Agreement]

PINNACLE FOODS FINANCE LLC, as Borrower
(after the Merger)

By: _____
Name: N. Michael Dion
Title: Executive Vice President & Chief Financial Officer

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PINNACLE FOODS FINANCE CORP.

By: _____
Name: Shervin Korangy
Title: Vice President

PINNACLE FOODS GROUP INC.

By: _____

Name: N. Michael Dion

Title: Executive Vice President & Chief Financial Officer

PINNACLE FOODS CORPORATION

By: _____

Name: N. Michael Dion

Title: Senior Vice President & Chief Financial Officer

PINNACLE FOODS MANAGEMENT CORPORATION

By: _____

Name: N. Michael Dion

Title: Executive Vice President & Chief Financial Officer

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By: _____
Name: Laurie Perper
Title: Senior Vice President

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Schedule I to Intellectual Property Security Agreement

Subsidiary Parties

Pinnacle Foods Group Inc.

Pinnacle Foods Corporation

Peak Finance Holdings LLC

Peak Finance LLC

Pinnacle Foods Finance LLC

Pinnacle Foods Finance Corp.

Pinnacle Foods Management Corporation

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Schedule II to Intellectual Property Security Agreement - Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses

I. Patents

Registered Owner	Type	Registration Number
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	Argentina 020101593 (application no.)
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	Australia 770727
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	Brazil PI0014841-5 (application no.)
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	Canada 2387628 (application no.)
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	European 970981.7
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	Mexico 237404
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	U.S. 6,444,248
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	U.S. 6,733,812
Pinnacle Foods Group Inc.	Apparatus and Method for Forming Casingless Sausages	U.S. 6,740,349
Pinnacle Foods Brands Corporation	Utility Patent: Container filling and sealing system	U.S. 5,195,294
Pinnacle Foods Brands Corporation	Utility Patent: Container filling and sealing system	U.S. 5,195,298

II. Patent Licenses

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Type	Registration Number	Expiration Date
Vlasic Foods International Inc. (Pinnacle Foods Brands Corporation)[1]	Lemelson Medical, Education and Research Foundation, Limited Partnership	United States Utility	4702808 4859493 4874596 4960643 4974498 5021628 5040501 5067826 5096352 5131941 5132587 5255929 5284394 5288556 5332348 5349265 5456406 5462772 5529815 5552675 5616372 5628881 5688557 5714202 5740941 5786038 5794801 Applications 08603705 08628088 08901407	3/15/2005 3/31/2007 10/17/2006 10/2/2007 3/5/2010 6/29/2009 3/7/2010 3/7/2010 3/7/2010 5/7/2011 3/16/2010 10/26/2010 11/21/2011 9/25/2011 3/10/2011 3/16/2012 11/24/2013 5/13/2013 11/13/2014 9/3/2013 6/7/2015 6/7/2015 6/7/2015 6/7/2015 6/6/2015 3/31/2017 8/18/2017

1. Patent License Agreement, dated July 9, 1996, between Van de Kamp's Inc. and The

[1] PFBC merged into Pinnacle Foods Corporation on December 23, 2005. PFBC is currently the registered owner, but Pinnacle Foods Corporation is the true owner. Pinnacle Foods Corporation is currently working on re-registering the patent licenses under Pinnacle Foods Corporation's name.

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Quaker Oats Company.

2. Shared Technology License Agreement, dated July 9, 1996, between The Quaker Oats Company and Van de Kamp's Inc.

3. License Agreement, effective on December 31, 1996, by and between CONOPCO, Inc. and Unilever PLC, and MBW Foods Inc.

4. Patent License Agreement, dated January 16, 1998, between The Procter & Gamble Company and Aurora Foods Inc.[2]

[2] The parties to this agreement have agreed to let all the underlying patents lapse.

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III. and IV. Trademarks and Trademark Applications

Trademarks Owned by Pinnacle Foods Corporation

Trademark Report by Country
Status: ACTIVE

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REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CANADA							
65510-0035	CHICKEN DRUMLETS	5/24/1984	522387	3/7/1986	TMA311893	REGISTERED	29
65510-0076	FAMILY SELECTIONS	8/31/1999	1027460	9/5/2002	566920	REGISTERED	***
65510-0073	GREAT STARTS	7/19/1999	1022743	10/29/2001	553089	REGISTERED	00
65510-0133	GRILL CLASSICS	5/5/2000	1057939	5/30/2005	640724	REGISTERED	**
65510-0178	HEARTY BOWLS	1/7/2002	1127167	1/19/2004	TMA599,805	REGISTERED	**
65510-0027	HUNGRY-HOMBRE	12/24/1975	392947	8/25/1978	TMA229950	REGISTERED	29,30
65510-0028	HUNGRY-MAN	2/12/1976	394399	10/14/1977	TMA223683	REGISTERED	29,30
65510-0029	JUST NOT N'OTHER PICKLE	8/11/1976	401136	3/6/1981	TMA256575	REGISTERED	30
65510-0031	LE MENU	1/6/1983	497100	7/12/1985	TMA304710	REGISTERED	**,*
65510-0337	LE MENU	12/4/2006	1326825			PENDING	
65510-0338	LE MENU & DESIGN	12/4/2006	1326827			PENDING	
65510-0033	MINI-TREMPETTES	8/24/1984	527452	12/27/1985	TMA309783	REGISTERED	29
65510-0155	OPEN PIT	10/14/1987	593356	6/9/1989	TMA356971	REGISTERED	**
65510-0210	PROTEIN CUISINE	10/17/2003	1193959			ALLOWED	
65510-0146	SANDWICH STACKERS	1/14/1997	833537	8/18/2005	645988	REGISTERED	*
65510-0216	SANDWICH STACKERS	12/31/2003	1200882	12/20/2004	628707	REGISTERED	**
65510-0333	SMARTBOWLS	6/10/2004	1219849	9/13/2006	TMA672,628	REGISTERED	**
65510-0221	SNACK'MMS	1/28/2004	1205436	9/1/2006	TMA671,872	REGISTERED	**
65510-0217	STACKERS	12/31/2003	1200881	5/4/2005	639109	REGISTERED	**
65510-0030	STEAKWICH	5/12/1980	453546	12/10/1982	TMA274717	REGISTERED	29
65510-0141	SUPER STACKERS	1/15/2001	1089126	10/28/2003	TMA593273	REGISTERED	**
65510-0250	TASTE THE JUICY CRUNCH	5/24/2006	1302680			PENDING	
65510-0158	THE OPEN PIT	2/11/1954	223395	2/11/1954	UCA049079	REGISTERED	30
65510-0149	VLASIC	8/23/1990	665084	8/30/1991	TMA388492	REGISTERED	**
65510-0129	VLASIC & DESIGN (STORK 4)	4/22/1999	1012993	5/31/2004	611,571	REGISTERED	*
65510-0211	VLASIC & DESIGN (STORK)	10/23/2003	1194461	9/28/2005	649153	REGISTERED	**
CHINA							
65510-0108	OPEN PIT	7/19/2001	2001009018	7/20/1991	559523	REGISTERED	30
65510-0150	VLASIC	11/18/1985	9001474	9/10/1986	262475	REGISTERED	29
CUBA							
65510-0237	LOG CABIN & DESIGN					PROPOSED	

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REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
EUROPEAN UNION (CTM)							
65510-0128	DESIGN (STORK 4)	4/14/1999	1137819	7/25/2000	1137819	REGISTERED	29
65510-999	OPEN PIT					MAILED	30
65510-0124	VLASIC	4/6/1999	1126929	3/5/2001	1126929	REGISTERED	29
FEDERATION OF RUSSIA							
65510-0110	OPEN PIT	7/17/1998	98712447	9/2/1999	179435	REGISTERED	30
65510-0097	VLASIC	7/17/1998	98712485	4/28/2000	188022	REGISTERED	29
GERMANY							
65510-0125	VLASIC	3/11/1999	39914368.8	4/26/1999	39914368	REGISTERED	29
JAPAN							
65510-0160	DESIGN (STORK HEAD)	5/24/1989	1059279	10/30/1992	2465272	REGISTERED	29
65510-0054	PLUMP & JUICY & DESIGN	2/23/1987	6218147	5/30/1989	2137885	REGISTERED	32
65510-0207	SANDWICH STACKERS (IN ENGLISH AND KATAKANA)	9/22/2003	2003-82194			PENDING	29
65510-0208	STACKERS (IN ENGLISH AND KATAKANA)	9/22/2003	2003-82193			PENDING	29
MEXICO							
65510-0036	GREAT STARTS	1/2/1992	130502	6/3/1992	415455	REGISTERED	30
65510-0037	GREAT STARTS	1/2/1992	130501	6/3/1992	415454	REGISTERED	29
NEW ZEALAND							
65510-0156	OPEN PIT		106994	1/22/1974	106,994	REGISTERED	30
PANAMA							
65510-0152	VLASIC	4/14/1998	93427	4/14/1998	93427	REGISTERED	29
65510-0172	VLASIC	4/14/1998	93426	4/14/1998	93426	REGISTERED	30
POLAND							
65510-0157	OPEN PIT	2/12/1992	Z105994	2/12/1992	R75885	REGISTERED	30
SAUDI ARABIA							
65510-0153	VLASIC	1/22/1994	23708	10/7/2003	322/53	REGISTERED	29
65510-0162	VLASIC (IN ARABIC CHARACTERS)	1/22/1994	3707	10/7/2003	322/52	REGISTERED	29
SOUTH KOREA							
65510-0151	VLASIC	2/15/1997	976610	6/29/1998	406764	REGISTERED	002
SPAIN							
65510-0161	VLASIC & DESIGN (LABEL #2)	4/14/1999	1317826	5/20/1991	1317826	REGISTERED	29
UNITED ARAB EMR							
65510-0148	VLASIC	7/16/1996	17307	4/22/1998	14582	REGISTERED	29

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED KINGDOM							
65510-0127	DESIGN (STORK 4)	4/15/1999	2194607	4/15/1999	2194607	REGISTERED	29
65510-0082	GREAT STARTS	6/29/2000	2237575	6/29/2000	2237575	REGISTERED	29,30
65510-0109	OPEN PIT	11/8/1988	1363044	11/8/1988	1363044	REGISTERED	30
65510-0126	VLASIC	3/1/1999	2190456	3/1/1999	2190456	REGISTERED	29
UNITED STATES							
65510-0184	AGREE OR IT'S FREE	9/10/2002	78/162,571	6/24/2003	2,729,347	REGISTERED	29
65510-0242	AGREE OR IT'S FREE (ADDITIONAL GOODS)	10/25/2004	78/505,446			ALLOWED	30,29
65510-0190	ALL DAY BREAKFAST	1/24/2003	78/206,851	3/9/2004	2,821,235	REGISTERED	29
65510-0185	AMERICAN RECIPES	10/23/2002	78/177,553	3/30/2004	2,827,822	REGISTERED	29
65510-0228	CARB-METER	3/29/2004	78/392,586			ALLOWED	30
65510-0180	CASA BRAVA	3/19/2002	76/391,771	3/30/2004	2,828,360	REGISTERED	29
65510-0189	CASA REGINA	12/18/2002	78/195,913	3/16/2004	2,824,133	REGISTERED	30
65510-0102	COUNTRY CLASSIC	2/24/1987	73/646,235	11/22/1988	1,513,742	REGISTERED	29
65510-0175	CROWN (COMMON LAW TM)				N/A	REGISTERED	29
65510-0164	DESIGN (DELI-MAN) COMMON LAW TM				N/A	REGISTERED	29
65510-0114	DESIGN (STORK 1)	8/15/1985	73/553,444	7/1/1986	1,399,722	REGISTERED	29,30
65510-0202	ENTERTAIN YOUR APPETITE	8/19/2003	78/289,198			ALLOWED	30
65510-0227	EXTREME DUNKERS	3/19/2004	78/387,722			ALLOWED	30
65510-0213	FARMFIELD	11/10/2003	78/325,634			ALLOWED	29
65510-0066	FRAZZLIN FRIED CHICKEN WINGS	8/5/1999	75/768,884	6/27/2000	2,362,160	REGISTERED	29
65510-0214	GRABWICH	1/6/2004	78/348,254			ALLOWED	30
65510-0020	GREAT STARTS	6/8/1993	74/398,987	3/1/1994	1,824,509	REGISTERED	29,30
65510-0021	GREAT STARTS & DESIGN	6/21/1993	74/403,916	3/8/1994	1,825,316	REGISTERED	29,30
65510-0341	GREAT TASTE IN EVERY BITE	2/27/2007	77/116,971			PENDING	29
65510-0132	GRILL CLASSICS	11/19/1999	75/854,024	3/25/2003	2,700,757	REGISTERED	30
65510-0181	HEARTY HERO	5/10/2002	76/405,988	10/19/2004	2,896,440	REGISTERED	30
65510-0013	HUNGRY-MAN & DESIGN	11/21/1975	73/069,746	2/28/1978	1,086,538	REGISTERED	29
65510-0191	HUNGRY-MAN SPORTS GRILL	2/28/2003	78/220,157	3/2/2004	2,819,881	REGISTERED	29
65510-0192	HUNGRY-MAN STEAKHOUSE	2/28/2003	78/220,174	2/24/2004	2,817,333	REGISTERED	29
65510-0195	IT'S GOOD TO BE FULL	3/3/2003	78/220,889	2/1/2005	2,924,221	REGISTERED	29
65510-0224	LITTLE DUNKERS	3/16/2004	78/385,052			ALLOWED	30
65510-0115	MILWAUKEE'S & DESIGN	3/25/1952	71/627,001	8/18/1953	578,795	REGISTERED	29

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
65510-0111	OPEN PIT	9/16/1959	72/081,469	7/26/1960	701,940	REGISTERED	30
65510-0196	OVALS	4/25/2003	78/242,173	1/31/2006	3,053,003	REGISTERED	29
65510-0197	OVALS & DESIGN	4/25/2003	78/242,210	12/27/2005	3,034,156	REGISTERED	29
65510-0087	POTATO TOPPED	4/4/2000	76/017,136	4/8/2003	2,705,519	REGISTERED	29
65510-0198	RELISH MIXERS	5/6/2003	78/246,255	2/1/2005	2,922,651	REGISTERED	30
65510-0093	SANDWICH STACKERS	8/18/1993	74/425,529	6/6/1995	1,898,229	REGISTERED	29
65510-0091	SANDWICH STACKERS & DESIGN	10/10/1996	75/179,610	9/30/1997	2,101,531	REGISTERED	29
65510-0092	SANDWICH STACKERS (STYLIZED)	11/12/1996	75/196,224	9/30/1997	2,101,623	REGISTERED	29
65510-0084	SMASHIN' SAUCE	1/26/2000	75/903,165	7/16/2002	2,595,161	REGISTERED	29
65510-0106	SNACK'MMS	1/25/1995	74/625,379	1/30/1996	1,952,990	REGISTERED	29
65510-0194	SPORTS GRILL	2/28/2003	78/220,141	2/10/2004	2,813,076	REGISTERED	29
65510-0123	STACKERS	2/10/1999	75/637,530	3/6/2001	2,432,756	REGISTERED	29
65510-0193	STEAKHOUSE MIX	3/3/2003	78/220,894	4/20/2004	2,834,498	REGISTERED	29
65510-0137	SUPER STACKERS	7/26/2000	76/097,326	9/25/2001	2,492,390	REGISTERED	29
65510-0205	TASTE THE JUICY CRUNCH	9/9/2003	78/298,046	7/12/2005	2,968,574	REGISTERED	29
65510-0130	THAT'S THE BEST PICKLE I EVER HEARD	8/27/1999	75/787,113	11/13/2001	2,507,803	REGISTERED	29
65510-0001	THE ORIGINAL TV DINNER	12/24/1998	75/612,016	12/26/2000	2,416,646	REGISTERED	29
65510-0098	VLASIC	10/2/1959	72/082,616	6/14/1960	699,512	REGISTERED	29
65510-0204	VLASIC	11/10/2003	78/325,632	11/23/2004	2,905,128	REGISTERED	25
65510-0100	VLASIC & DESIGN	8/15/1985	73/553,550	2/17/1987	1,429,452	REGISTERED	29,30
65510-0101	VLASIC & DESIGN	4/12/1999	75/680,986	6/18/2002	2,582,767	REGISTERED	29
65510-0096	VLASIC & DESIGN (STORK 3)	7/9/1993	74/410,709	4/18/1995	1,890,639	REGISTERED	29
65510-0203	VLASIC FARMS	8/19/2003	78/289,219			ALLOWED	29
65510-0340	VLASIC FARMS (REFILE)	1/25/2007	77/090,905			PENDING	29
65510-0131	VLASIC FARMS FRESH WHOLE MUSHROOMS FRESHEST TASTE FINEST QUALITY & DESIGN	10/12/1999	75/819,346	6/11/2002	2,577,113	REGISTERED	31
65510-0171	WIEJSKE WYROBY (COMMON LAW TM)				N/A	REGISTERED	29
VENEZUELA							
65510-0134	VLASIC	6/6/2000	9604-00			PENDING	29

END OF REPORT TOTAL ITEMS SELECTED = 108

Trademarks Owned by Pinnacle Foods Group Inc.

Trademark Report by Country
Status: ACTIVE

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REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AFRICAN UNION							
66677-0538	ARMOUR	5/30/1979	69232	5/30/1979	19192	REGISTERED	29
66340-0023	DUNCAN HINES & DESIGN	12/31/1964	N/A	12/31/1964	21913	REGISTERED	29
ALBANIA							
66340-0253	LOG CABIN	10/27/1990	182	8/31/1991	4822	REGISTERED	32
ARGENTINA							
66340-0159	CELESTE	11/16/1992	N/A	4/15/1997	1630442	REGISTERED	29
66340-0160	CELESTE	10/17/1994	N/A	9/1/1998	1684955	REGISTERED	30
ARUBA							
66677-0435	ARMOUR	5/6/1988	50650	1/1/1986	11848	REGISTERED	29
66340-0024	DUNCAN HINES	10/18/1988	N/A	7/7/2006	13846	REGISTERED	30
AUSTRALIA							
66677-0436	ARMOUR & STAR DEVICE	1/13/1956	126290	1/13/1956	126290	REGISTERED	29
66340-0161	CELESTE	6/1/1970	N/A	6/1/1970	239426	REGISTERED	30
AUSTRIA							
66340-0025	DUNCAN HINES	3/28/1962	037515	7/13/1962	48356	REGISTERED	30
66340-0254	LOG CABIN	9/6/1990	N/A	12/14/1990	133990	REGISTERED	30
BAHAMAS							
66677-0437	ARMOUR	1/31/1980	9746	1/29/1980	9746	REGISTERED	42
66677-0438	ARMOUR STAR	1/30/1980	9743	1/29/1980	9743	REGISTERED	42
66677-0439	ARMOUR STAR LOGO	1/31/1980	9740	6/27/1980	9740	REGISTERED	42
66340-0026	DUNCAN HINES	2/14/1984	N/A	2/14/1984	11204	REGISTERED	42
66677-0440	LUNCH BUCKET	5/31/1988	12936	5/31/1988	12936	REGISTERED	42
BAHRAIN							
66340-0027	DUNCAN HINES (ARABIC)	3/19/1988	181/88	3/19/1988	11524	REGISTERED	30
BARBADOS							
66677-0441	ARMOUR	11/23/1994	N/A	8/9/1999	81/8923	REGISTERED	29
66340-0028	DUNCAN HINES			5/7/1998	81/6680	REGISTERED	30
BENELUX							
66677-0442	ARMOUR	3/16/1995	0844406	4/1/1996	0572311	REGISTERED	29
66677-0443	ARMOUR	12/17/1971	0301378	12/17/1971	65511	REGISTERED	29
66340-0029	DUNCAN HINES	8/18/1971	N/A	8/18/1971	051253	REGISTERED	29,30,32

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REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BERMUDA							
66677-0444	ARMOUR	10/24/1980	9195	10/24/1980	9195	REGISTERED	29
66340-0031	DUNCAN HINES	5/23/1984	N/A	11/15/1996	10249	REGISTERED	30
66677-0445	LUNCH BUCKET	6/2/1988	20092	6/2/1988	20092	REGISTERED	29
BOLIVIA							
66340-0032	DUNCAN HINES	1/25/1995	N/A	11/15/1996	62547-C	REGISTERED	30
BRAZIL							
66340-0033	DUNCAN HINES	9/17/1986	N/A	9/20/1988	812870514	REGISTERED	32
66340-0034	DUNCAN HINES	9/17/1986	N/A	11/13/1990	812870506	REGISTERED	33
66340-0256	LOG CABIN	3/28/2002	824465865			PENDING	30
BULGARIA							
66340-0257	LOG CABIN	9/11/1990	N/A	7/22/1992	19145	REGISTERED	30,32
66340-0258	LOG CABIN (CYRILLIC)	10/10/1990	N/A	1/2/1993	19861	REGISTERED	30
CANADA							
66340-0446	APPIAN WAY	12/20/1961	0266696	6/29/1962	TMA127067	REGISTERED	***
66677-0448	ARMOUR	11/23/1949	0846285	11/23/1949	UCA38092	REGISTERED	***
66340-0048	BAKE SOMEONE HAPPY	6/28/1979	0441710	4/25/1986	TMA313649	REGISTERED	30
66340-0393	BAKE SOMEONE HAPPY & DESIGN	4/16/1986	0487930	10/17/1986	TMA319562	REGISTERED	30
66340-0049	BAKERY STYLE	11/29/1985	0553567	4/10/1987	TMA326207	REGISTERED	30
66340-0047	BLANC-PRINCESSE	11/19/1965	0293299	10/28/1966	TMA147760	REGISTERED	30
66340-0162	CELESTE	6/2/1972	353974	2/8/1974	TMA197394	REGISTERED	30
66340-0642	CELESTE & DESIGN	12/4/2006	1326828			PENDING	
66340-0036	CERISETTE	1/2/1963	0273238	7/26/1963	TMA132074	REGISTERED	30
66340-0648	CHOCOLATE LOVER'S BROWNIES	2/14/2007	1335299			PENDING	
66340-0058	CHOCO-REGAL	7/13/1990	0662113	7/17/1992	TMA400284	REGISTERED	30
66340-0037	CHOCO-RICHE	3/26/1963	0274697	9/20/1963	TMA132809	REGISTERED	30
66340-0035	CITRONNETTE	1/4/1963	0273296	5/31/1963	TMA131264	REGISTERED	30
66340-0044	DELUXE II	10/8/1982	0493206	9/23/1983	TMA283534	REGISTERED	30
66340-0056	DESIGN (LABEL)	1/19/1988	0599291	1/10/1992	TMA392473	REGISTERED	30
66340-0039	DUNCAN HINES	11/5/1968	0317350	9/12/1969	TMA165123	REGISTERED	30
66340-0046	DUNCAN HINES & DESIGN	11/5/1968	0317352	9/12/1969	TMA165125	REGISTERED	30
66340-0040	DUNCAN HINES (STYLIZED)	11/5/1968	0317351	9/12/1969	TMA165124	REGISTERED	30
66340-0051	DUNCAN HINES CHOCOLATE GOURMET	6/26/1986	0565208	11/4/1988	TMA347367	REGISTERED	30

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CANADA continued . . .							
66340-0060	DUNCAN HINES CHOCOLATE LOVERS'	3/6/1995	0777099	9/22/1998	TMA501078	REGISTERED	30
66340-0199	DUNCAN HINES DELIGHTS	6/25/1990	660592	9/30/1994	TMA433816	REGISTERED	30
66340-0055	DUNCANS	7/5/1989	0635650	12/13/1991	TMA391512	REGISTERED	30
66340-0059	DUNCANS CUPS	8/20/1991	0688103	10/8/1993	TMA417812	REGISTERED	30
66340-0045	LAISSEZ-VOUS TENTER & DESIGN	9/8/1983	0509152	8/31/1984	TMA294667	REGISTERED	30
66340-0197	LENDER'S	8/1/1980	456985	2/27/1981	TMA256300	REGISTERED	30
66340-0260	LOG CABIN	6/11/1964	0282926	5/14/1965	140287	REGISTERED	30
66340-0261	LOG CABIN	11/8/2001	N/A			PENDING	
66340-0259	LOG CABIN MAPLE SYRUP & DESIGN		0038742	5/31/1900	007361	REGISTERED	30
66340-0057	MOIST DELUXE	5/2/1990	0656426	4/10/1992	TMA396943	REGISTERED	30
66340-0148	MRS. BUTTERWORTH'S	11/4/1983	511,836	11/28/1986	TMA321105	REGISTERED	30
66340-0325	MRS. PAUL'S	5/6/1991	0681451	2/4/1994	422878	REGISTERED	29
66340-0050	ORIGINAL FUDGE	2/20/1986	0557687	4/8/1988	TMA339040	REGISTERED	30
66340-0043	PET WHIP	9/29/1976	0402642	9/7/1978	TMA229032	REGISTERED	29
66340-0038	PRINCESS WHITE	11/17/1965	0293234	5/6/1966	TMA145212	REGISTERED	30
66340-0149	THICK 'N RICH MRS. BUTTERWORTH'S & DESIGN	11/4/1983	512,785	12/12/1986	TMA321578	REGISTERED	30
66340-0177	VAN DE KAMP'S (STYLIZED)	12/11/1984	533103	3/18/1988	TMA338184	REGISTERED	29
66340-0041	YEARS AHEAD IN CAKE ENJOYMENT	8/10/1973	0367121	6/28/1974	TMA200237	REGISTERED	30
CHILE							
66677-0449	ARMOUR		559771	5/13/2002	629928	REGISTERED	05,29
66677-0450	ARMOUR	2/6/1961	548839	8/30/1961	617872	REGISTERED	29
66340-0061	DUNCAN HINES	9/1/2002	594316	4/1/2003	661786	REGISTERED	30
66340-0262	LOG CABIN	9/22/1997	391094	12/31/1997	500420	REGISTERED	30
CHINA							
66677-0452	ARMOUR	11/20/1979	**	12/15/1981	152570	REGISTERED	29
66677-0451	ARMOUR (CHINESE CHARACTERS)	10/21/2002	3341657	9/28/2003	3341657	REGISTERED	29
66340-0062	DUNCAN HINES (CHINESE CHARACTERS)	12/10/1984	28929	10/14/2005	234860	REGISTERED	30
66340-0263	LOG CABIN	9/23/2003	3728365	4/28/2005	3728365	REGISTERED	30
66677-0453	LUNCH BUCKET	1/31/1991	91004035	2/20/1992	583040	REGISTERED	30
66340-0326	MRS. PAUL'S			9/10/1986	262476	REGISTERED	29
66340-0327	MRS. PAUL'S			10/30/1986	267458	REGISTERED	29

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
COLOMBIA							
66340-0163	CELESTE	11/12/1972	92366441	11/12/1972	78903	REGISTERED	29
66340-0164	CELESTE	11/12/1972	92336442	11/12/1972	78904	REGISTERED	30
66340-0064	DUNCAN HINES	1/10/1986	260.507	12/14/1989	128.292	REGISTERED	30
66340-0264	LOG CABIN	1/25/1991	92/335.262	9/27/1993	144500	REGISTERED	30
CONGO							
66677-0600	ARMOUR	5/13/1988	NP/89/EXT/88	5/13/1988	1436/88	REGISTERED	01,03,04 05,16,21 29,30,31
COSTA RICA							
66677-0454	ARMOUR			12/2/1949	11994	REGISTERED	29
66340-0063	DUNCAN HINES	10/4/1983	234860	5/2/1984	63697	REGISTERED	30
66340-0265	LOG CABIN	5/3/2002	N/A	3/25/2003	137930	REGISTERED	30
66340-0150	MRS. BUTTERWORTH'S	5/11/1999	N/A	11/9/1999	117182	REGISTERED	30
CROATIA							
66677-0455	ARMOUR	9/27/1992	381049204464	10/3/1978	Z920886N	REGISTERED	29
CUBA							
66677-0456	ARMOUR	8/16/1996	125468	8/11/1997	125468	REGISTERED	29
66677-0458	ARMOUR GOLDEN STAR	8/16/1996	125469	8/11/1997	125469	REGISTERED	29
66677-0459	ARMOUR MAGIC SLICE	8/16/1996	125470	8/11/1997	125470	REGISTERED	29
66677-0460	ARMOUR PREMIUM	8/16/1996	125471	8/11/1997	125471	REGISTERED	29
66677-0461	ARMOUR STAR	8/16/1996	125472	8/11/1997	125472	REGISTERED	29
66340-0267	DESIGN (LOG CABIN)			1/3/1964	107109	REGISTERED	32
66340-0266	TOWLE'S			6/14/1963	106548	REGISTERED	32
CYPRUS							
66677-0462	ARMOUR	8/31/1978	19107	8/31/1978	19107	REGISTERED	29
66677-0463	ARMOUR	8/31/1978	19108	8/31/1978	19108	REGISTERED	32
66340-0066	DUNCAN HINES	3/13/1984	24755	3/13/1984	B24755	REGISTERED	30
CZECH REPUBLIC							
66340-0268	LOG CABIN	9/3/1990	58479	1/29/1992	169181	REGISTERED	30
DENMARK							
66677-0464	ARMOUR	10/14/1964	3496/1964	12/2/1966	3162/1966	REGISTERED	05,29,30 31
66340-0165	CELESTE	3/30/1971	VA 1971 01268	7/27/1973	VR 1973 02144	REGISTERED	29,30
66340-0067	DUNCAN HINES (STYLIZED)	11/3/1961	VA 1961 03511	4/6/1963	VR 1963 00761	REGISTERED	29,30,32

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DOMINICAN REPUBLIC							
66677-0630	ARMOUR			1/16/1950	7164	REGISTERED	53
66677-0629	ARMOUR			1/16/1950	7165	REGISTERED	54
66677-0466	ARMOUR	1/16/1950	***	1/16/1950	7164	REGISTERED	
66677-0465	ARMOUR	1/5/1970	***	1/5/1970	7165	REGISTERED	
66340-0068	DUNCAN HINES	8/21/1990	N/A	10/16/1990	49818	REGISTERED	57
66677-0467	ESCUDO	10/15/1999	***	10/15/1999	107544	REGISTERED	**
ECUADOR							
66677-0468	ARMOUR			10/1/1991	2263-91	REGISTERED	29
66340-0069	DUNCAN HINES	12/14/1994	52681-94	12/29/1995	5148-95	REGISTERED	30
EGYPT							
66677-0469	ARMOUR	10/9/1949	20509	12/17/1951	20509	REGISTERED	29
EL SALVADOR							
66677-0470	ARMOUR	9/13/1995	4030/95	3/11/1997	105/106	REGISTERED	29
66340-0348	DESIGN (LOG CABIN BOTTLE)			3/18/2005	48 book 57	REGISTERED	32
66340-0070	DUNCAN HINES	8/8/1983	N/A	2/27/1986	204/111	REGISTERED	30
66340-0269	LOG CABIN	10/5/2004	N/A	10/5/1964	11628/32	REGISTERED	29,30,32
66340-0270	LOG CABIN & DESIGN	3/3/1964	N/A	2/19/1965	12021/32	REGISTERED	32
66340-0347	LOG CABIN & DESIGN			8/12/1975	150 book 58	REGISTERED	32
66340-0151	MRS. BUTTERWORTH'S			7/4/2000	26 Book 108	REGISTERED	32
ESTONIA							
66677-0471	ARMOUR STAR & DESIGN	5/3/1993	9304308	2/28/1994	08525	REGISTERED	29,30
EUROPEAN UNION (CTM)							
66677-0635	ARMOUR	1/4/2007	005596911			PENDING	029,030,031
66677-0636	ARMOUR STAR	1/4/2007	005596945			PENDING	029,030,031
66340-0065	DUNCAN HINES	7/4/1996	000282210	7/28/1998	000282210	REGISTERED	29,30,32
66340-0999d	LENDER'S					MAILED	29,30,32
66340-0425	LOG CABIN	3/13/2006	004953931	12/13/2007	004953931	REGISTERED	29,30,32
66340-0999c	MRS. BUTTERWORTH'S					MAILED	29,30,32
FEDERATION OF RUSSIA							
66677-0547	ARMOUR STAR & DESIGN	4/22/1991	134952	6/12/1991	100536	REGISTERED	29,30
66340-0306	LOG CABIN	10/26/1990	127554	6/24/1991	96953	REGISTERED	30
66340-0307	LOG CABIN (CYRILLIC)	10/26/1990	127555	6/24/1991	96954	REGISTERED	30

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
FIJI							
66340-0166	CELESTE	5/31/1991	N/A	1/18/1993	22305	REGISTERED	42
FINLAND							
66677-0472	ARMOUR	8/25/1978	3775/78	6/5/1981	77811	REGISTERED	29
66340-0071	DUNCAN HINES (STYLIZED)	10/26/1961	N/A	1/24/1963	40002	REGISTERED	29,30,32
FRANCE							
66677-0473	ARMOUR	3/30/1990	INPI199365	10/31/1949	1584224	REGISTERED	29,31
66340-0072	DUNCAN HINES (STYLIZED)			11/6/1961	1385309	REGISTERED	29,30
66677-0474	HELMET	11/15/1985	INPI767665		1331034	REGISTERED	29
66677-0475	HELMET DEVICE	11/15/1985	INPI767664		1331033	REGISTERED	29
GEORGIA							
66677-0476	ARMOUR STAR AND DESIGN	7/14/1993	002254/03	3/18/1996	1786	REGISTERED	29,30
GERMANY							
66677-0477	ARMOUR	8/22/1992	A 53004 29WZ	10/13/1992	2022172	REGISTERED	29
66677-0480	ARMOUR	4/24/1957	A 6678 2WZ	9/13/1960	740188	REGISTERED	01,03,05 29,31,32
66677-0478	ARMOUR & DESIGN	11/25/1974	D 29094 29WZ	3/8/1976	941881	REGISTERED	29
66677-0479	ARMOUR & DESIGN	11/25/1974	D 29093 29WZ	3/8/1976	941880	REGISTERED	29
66677-0481	ARMOUR STAR & DESIGN	5/8/1957	A 6710 26WZ	12/30/1958	720734	REGISTERED	29,30,31 32
66677-0482	ARMOURS	3/19/1930	T 18108 26WZ	3/27/1931	431105	REGISTERED	29,31
66340-0073	DUNCAN HINES	2/12/1962	H 21 014	1/3/1964	782100	REGISTERED	30,32,29
66340-0074	DUNCAN HINES	7/13/1972	H37025	12/4/1973	912585	REGISTERED	29,30,32
66340-0271	LOG CABIN	9/5/1990	K 56 708/30 Wz	10/21/1991	1181776	REGISTERED	30,32
66340-0272	LOG CABIN	9/11/1990	W64349/30	4/7/1993	DD652684	REGISTERED	30
GHANA							
66677-0484	ARMOUR	5/10/1976	20434	5/10/1976	20434	REGISTERED	29
GIBRALTAR							
66677-0485	ARMOUR	11/21/1979	***	12/17/1980	4907	REGISTERED	29
GREECE							
66677-0500	ARMOUR	2/4/1964	31191	12/17/1964	31191	REGISTERED	29,30,31
66340-0075	DUNCAN HINES	1/25/1962	27916	11/17/1962	27916	REGISTERED	29,30
GUATEMALA							
66677-0501	ARMOUR	7/2/1997	5289-97	3/29/1998	90329	REGISTERED	
66340-0274	DESIGN (LOG CABIN)	4/18/2005	R-668-2005	4/23/1965	15823	REGISTERED	30
66340-0076	DUNCAN HINES			8/21/1987	53656	REGISTERED	30

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
GUATEMALA continued . . .							
66340-0273	LOG CABIN	5/6/2005	R-774-2005	4/22/1965	15824	REGISTERED	30
66340-0152	MRS. BUTTERWORTH'S	2/17/1999	N/A	3/7/2001	110288	REGISTERED	30
HAITI							
66677-0502	ARMOUR	9/29/1949	45/121(265)	3/2/1950	45/121(265)	REGISTERED	29
HONDURAS							
66677-0503	ARMOUR			5/30/1950	5686	REGISTERED	29
66340-0077	DUNCAN HINES			7/5/1984	43435	REGISTERED	30
66340-0276	LOG CABIN	3/11/1965	N/A	5/17/1967	14148	REGISTERED	30
66340-0153	MRS. BUTTERWORTH'S	1/11/1999	N/A	12/6/1999	76067	REGISTERED	30
HONG KONG							
66677-0504	ARMOUR & DEVICE	9/7/1978	1712	7/25/1980	19801226	REGISTERED	29
66677-0505	LUNCH BUCKET	3/30/1988	1606/88	3/30/1988	199401379	REGISTERED	29
HUNGARY							
66340-0278	LOG CABIN	9/6/1990	N/A	4/10/1992	131326	REGISTERED	30
INDONESIA							
66677-0506	ARMOUR	3/4/1971	535277	3/4/1971	288946	REGISTERED	29
66677-0507	ARMOUR	6/28/2001	013340-13926	6/28/2001	562209	REGISTERED	29
66340-0078	DUNCAN HINES	6/13/1996	D96-12258	9/10/1997	388494	REGISTERED	30
INTERNATIONAL							
66677-0621	ARMOUR		594583	10/30/1992	594583	REGISTERED	29
IRAN							
66340-0079	DUNCAN HINES	9/18/1979	75336	3/16/1980	52159	REGISTERED	29,30
IRELAND							
66677-0508	ARMOUR & DESIGN	5/25/1966	819/66	5/25/1966	70799	REGISTERED	29
66677-0509	ARMOUR & DESIGN	6/6/1967	911-67	6/6/1967	72031	REGISTERED	29
66677-0510	ARMOUR STAR & DESIGN	5/16/1984	1383/84	5/16/1984	111989	REGISTERED	29
66340-0080	DUNCAN HINES (STYLIZED)			9/11/1961	64502	REGISTERED	30
66340-0279	LOG CABIN PURE MAPLE SYRUP & DESIGN	12/20/1899	N/A	12/20/1899	33502	REGISTERED	30
66677-0511	LUNCH BUCKET	3/25/1988	986/88	3/15/1988	127239	REGISTERED	29
ISRAEL							
66340-0081	DUNCAN HINES	5/24/1983	N/A	6/25/1987	56353	REGISTERED	30
ITALY							
66677-0512	ARMOUR & DESIGN	1/22/1973	9009 92 MI	9/15/1975	290956	REGISTERED	29

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
ITALY continued . . .							
66340-0082	DUNCAN HINES	2/10/2006	RM2006C000787	11/12/1981	329307	REGISTERED	29,30
66340-0083	DUNCAN HINES (STYLIZED)	10/5/1961	35006C/81	9/29/1965	442303	REGISTERED	29,30
66677-0513	LUNCH BUCKET	2/19/1998	1582 98 MI	11/20/2000	829574	REGISTERED	29,30
JAMAICA							
66340-0281	DESIGN (LOG CABIN)	1/22/1965	30/215	10/14/1965	11002	REGISTERED	30
66340-0280	LOG CABIN		30/189	1/4/1965	10394	REGISTERED	30
JAPAN							
66677-0514	ARMOUR	8/11/1960	S35-031777	5/7/1962	586421	REGISTERED	29
66340-0086	DUNCAN HINES	6/23/1976	60-120608	5/26/1988	2048942	REGISTERED	33
66340-0087	DUNCAN HINES	9/8/1973	48-145839	8/30/1990	2260857	REGISTERED	29
66340-0088	DUNCAN HINES (KATAKANA)	3/30/1989	1-36583	7/30/1993	2557277	REGISTERED	30
66340-0084	DUNCAN HINES (STYLIZED)	10/7/1961	36-29215	9/28/1962	598253	REGISTERED	30
66340-0085	DUNCAN HINES (STYLIZED)	12/2/1985	60-120607	8/19/1987	1981164	REGISTERED	30
66340-0285	LOG CABIN	1/27/1992	6829/1992	8/31/1994	2693474	REGISTERED	01,29,30
66340-0282	LOG CABIN (in English & KATAKANA)	5/20/1991	51854/1991	9/30/1993	2575176	REGISTERED	30,32
66340-0284	LOG CABIN (in English & KATAKANA)	3/31/1992	48139/1992	6/29/1994	2674733	REGISTERED	32,29,30 31
66340-0283	LOG CABIN (Katakana)	5/20/1991	51859/1991	7/30/1993	2622945	REGISTERED	31,1
66340-0328	MRS. PAUL'S	8/27/2002	2002-072789	5/9/2003	4670105	REGISTERED	29
66677-0515	STAR DESIGN	8/14/1985	S60-083964	4/26/1988	2042953	REGISTERED	31
JORDAN							
66677-0516	ARMOUR	11/1/1978	***	11/1/1978	16558	REGISTERED	29
66340-0286	LOG CABIN	5/21/1960	5257	5/21/1960	5257	REGISTERED	30
KENYA							
66677-0517	ARMOUR	2/21/1979	25695	2/21/1979	25695	REGISTERED	29
KUWAIT							
66677-0521	ARMOUR & DESIGN	2/26/1980	11945	2/26/1980	11052	REGISTERED	29
66340-0091	DUNCAN HINES	5/31/1984	16801	5/31/1984	15661	REGISTERED	30
66340-0287	LOG CABIN	6/4/1995	31203	11/8/2005	29115	REGISTERED	30
LATVIA							
66677-0522	ARMOUR STAR & DESIGN	12/11/1992	M-92-2686	4/20/1994	M14305	REGISTERED	29,30
LEBANON							
66677-0523	ARMOUR	2/21/1994	436/217956	2/21/1994	62653	REGISTERED	29
66340-0092	DUNCAN HINES (STYLIZED)	9/26/1961	108015	9/26/1961	56252	REGISTERED	29,30

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
LEBANON continued . . .							
66340-0288	LOG CABIN			8/12/2005	103383	REGISTERED	30
LIBERIA							
66677-0524	ARMOUR	4/4/1979	4479	4/4/1979	5494/54	REGISTERED	***
LIECHTENSTEIN							
66340-0093	DUNCAN HINES	3/29/1978	N/A	3/29/1978	5605	REGISTERED	29,30
LITHUANIA							
66677-0525	ARMOUR STAR & DESIGN	2/25/1993	RL4762	8/4/1995	8015	REGISTERED	29,30
MACAO							
66677-0526	ARMOUR	12/30/1987	5813-M	2/12/1988	5813-M	REGISTERED	29
MALAYA							
66677-0527	ARMOUR			10/1/1959	M/032232	REGISTERED	29
MALAYSIA							
66340-0178	VAN DE KAMP'S	3/11/1985	85-01030	3/11/1985	85/01030	REGISTERED	29
MALTA							
66677-0528	ARMOUR	2/6/1953	5254	2/6/1953	5254	REGISTERED	29
66677-0529	ARMOUR STAR			1/10/1949	4576	REGISTERED	29,31
MEXICO							
66677-0531	ARMOUR	6/23/1982	201903	8/12/1982	278020	REGISTERED	02,05,29 30,31,32
66340-0372	AUNT JEMIMA	10/30/1996	278360	11/26/1996	537237	REGISTERED	30
66340-0999b	COUNTRY KITCHEN					MAILED	030
66340-0094	DUNCAN HINES	1/30/1996	253094	2/22/1996	517482	REGISTERED	30
66677-0532	LUNCH BUCKET	3/18/1988	40080	4/8/1988	394375	REGISTERED	46
66340-0154	MRS. BUTTERWORTH'S	2/12/1999	N/A	3/23/1999	602920	REGISTERED	30
66340-0329	MRS. PAUL'S	2/6/1989	N/A	3/12/1990	373668	REGISTERED	02,5,29 30,31,32
66677-0533	THE DIAL CORPORATION & DESIGN	9/19/1996	274535	11/28/1996	537751	REGISTERED	
66340-0999a	VAN DE KAMP'S					MAILED	029
MONACO							
66340-0095	DUNCAN HINES	3/9/1967	N/A	11/12/1996	R9717645	REGISTERED	29,30,32 33
MOROCCO							
66340-0096	DUNCAN HINES (STYLIZED)			1/4/2001	5452	REGISTERED	29,30,31
NETHERLANDS ANTILLES							
66340-0097	DUNCAN HINES	3/19/1984	N/A	7/23/1984	13243	REGISTERED	30

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
NEW ZEALAND							
66677-0534	ARMOUR	5/15/1964	B75846	5/15/1964	B75846	REGISTERED	29
66340-0098	DUNCAN HINES (STYLIZED)	9/25/1961	N/A	11/7/1961	69557	REGISTERED	29
66340-0099	DUNCAN HINES (STYLIZED)	11/7/1961	N/A	11/7/1961	69833	REGISTERED	30
66340-0289	LOG CABIN	9/10/1936	N/A	9/10/1936	35245	REGISTERED	**
NICARAGUA							
66677-0535	ARMOUR	8/15/2000	2000/03657	8/28/2001	50696	REGISTERED	29
66340-0290	DESIGN (LOG CABIN)	12/4/1964	1920-13886	12/14/1964	13886	REGISTERED	30
66340-0100	DUNCAN HINES	11/2/1983	1920-15903	5/2/1984	15903CC	REGISTERED	30
66340-0101	DUNCAN HINES	9/10/1985	1920-17058	6/4/1986	17058CC	REGISTERED	30
66340-0291	LOG CABIN	2/18/1964	1920-13887	12/14/1964	13887	REGISTERED	30
66340-0293	LOG CABIN & DESIGN	1/8/1975	1920-4327	10/22/1975	4327	REGISTERED	30
66340-0155	MRS. BUTTERWORTH'S	2/22/1999	1999-00523	3/20/2000	43278CC	REGISTERED	30
NORWAY							
66677-0536	ARMOUR	8/11/2000	2000 09390	5/10/2001	208482	REGISTERED	29
66677-0537	ARMOUR	2/4/1964	81546	8/6/1964	64487	REGISTERED	05,29,30 31
66340-0102	DUNCAN HINES (STYLIZED)	12/6/1961	74975	5/19/1962	59496	REGISTERED	30
OMAN							
66340-0103	DUNCAN HINES	10/2/1989	2864	1/4/1995	2864	REGISTERED	30
66340-0234	LOG CABIN (ARABIC)	6/25/1994	10018	12/29/2002	10018	REGISTERED	32
PAKISTAN							
66340-0105	DUNCAN HINES (STYLIZED)			2/17/1985	85461	REGISTERED	30
66340-0104	DUNCAN HINES (STYLIZED)			2/17/1985	65460	REGISTERED	29
66340-0296	LOG CABIN & DESIGN			7/22/1942	12684	REGISTERED	30
PANAMA							
66340-0298	DESIGN (LOG CABIN BOTTLE)	10/22/1976	N/A	10/22/1976	20984	REGISTERED	21
66340-0106	DUNCAN HINES	2/17/1977	N/A	2/17/1977	21260	REGISTERED	30
66340-0107	DUNCAN HINES	11/20/1986	N/A	11/20/1986	39042	REGISTERED	30
66340-0108	DUNCAN HINES	4/9/1984	N/A	4/9/1984	34011	REGISTERED	30
66340-0299	LOG CABIN	1/25/2002	N/A	1/25/2002	119200	REGISTERED	30
66340-0156	MRS. BUTTERWORTH'S	4/13/1999	N/A	4/13/1999	99996	REGISTERED	30
PAPUA NEW GUINEA							
66340-0300	TOWLE'S LOG CABIN			3/30/1981	A52732	REGISTERED	30

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
PARAGUAY							
66677-0539	ARMOUR	8/14/2000	20391/2000	7/10/2001	236874	REGISTERED	29
66340-0109	DUNCAN HINES	2/11/1976	N/A	9/25/2006	193733	REGISTERED	30
PERU							
66677-0540	ARMOUR	12/18/1985	97946	1/26/1987	63474	REGISTERED	29
66340-0168	CELESTE	8/9/1991	295136	10/25/2006	93778	REGISTERED	30
66340-0110	DUNCAN HINES			10/1/1982	70877	REGISTERED	30
66340-0301	LOG CABIN	9/16/1991	151158	5/5/1992	97046	REGISTERED	30
PHILIPPINES							
66677-0541	ARMOUR	10/16/1980	42848	3/10/1989	43531	REGISTERED	29
66340-0111	DUNCAN HINES	7/1/1997	41997118592	9/28/2003	4-1997-118592	REGISTERED	30
PORTUGAL							
66677-0542	ARMOUR	6/15/1962	114810	3/6/1963	114810	REGISTERED	29
66340-0112	DUNCAN HINES (STYLIZED)	11/29/1961	N/A	7/23/1962	176385	REGISTERED	30
PUERTO RICO							
66677-0543	ARMOUR STAR	8/6/1992	31,590	8/6/1992	31,590	REGISTERED	29
66677-0544	CHEF'S REQUEST	9/2/1997	41,326	9/2/1997	41,326	REGISTERED	29
66340-0113	DUNCAN HINES	3/26/1963	N/A	6/23/1963	12636	REGISTERED	30
66340-0114	DUNCAN HINES	4/30/2002	N/A	4/30/2002	56856	REGISTERED	30
66340-0115	DUNCAN HINES & DESIGN	12/23/1982	N/A	5/18/1983	24884	REGISTERED	30
66340-0116	DUNCAN HINES & DESIGN	7/15/1983	N/A	1/19/1984	25278	REGISTERED	30
66340-0302	LOG CABIN	6/11/2002	3741	1/30/2004	57775	REGISTERED	30
66340-0303	LOG CABIN & DESIGN	10/27/1966	N/A	7/31/1967	14421	REGISTERED	30
66677-0545	LUNCH BUCKET	10/31/1990	29,740	10/31/1990	29,740	REGISTERED	29
66340-0157	MRS. BUTTERWORTH'S			10/16/1973	6916	REGISTERED	30
66340-0345	PET-RITZ			10/15/2002	653.166	REGISTERED	30
QATAR							
66677-0546	ARMOUR	1/26/1981	20	4/30/1984	20	REGISTERED	29
66340-0117	DUNCAN HINES (ARABIC)	5/30/1983	N/A	6/18/1990	3619	REGISTERED	29,30
ROMANIA							
66340-0305	LOG CABIN	10/10/1990	22612	10/10/1990	16582	REGISTERED	30
SAUDI ARABIA							
66677-0548	ARMOUR			6/12/1982	93/59	REGISTERED	29
66340-0118	DUNCAN HINES (LATIN & ARABIC)	6/25/1986	N/A	6/25/1986	148/54	REGISTERED	30

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SAUDI ARABIA continued . . .							
66340-0309	LOG CABIN	7/2/1994	25621	3/13/1995	333/2	REGISTERED	30
66340-0310	LOG CABIN (ARABIC)	7/2/1994	25623	3/13/1995	333/3	REGISTERED	30
SERBIA AND MONTENEGRO							
66340-0311	LOG CABIN	3/9/2001	N/A	12/29/2003	46668	REGISTERED	30
SERBIA/MONTENEGRO							
66677-0599	ARMOUR	8/10/1982	19364	8/10/1982	26478	REGISTERED	29
SEYCHELLES							
66340-0119	DUNCAN HINES	7/15/1985	N/A	7/15/1998	2520	REGISTERED	30
SINGAPORE							
66677-0549	ARMOUR	12/23/1953	17147	12/23/1953	17147	REGISTERED	03
66340-0120	DUNCAN HINES	3/17/1997	N/A	3/17/1997	T97/03059A	REGISTERED	30
66340-0333	VAN DE KAMP'S	3/6/1985	T85/00921E	3/6/1992	T85/00921E	REGISTERED	29
SLOVAK REPUBLIC							
66340-0312	LOG CABIN	9/3/1990	58479	1/29/1992	169181	REGISTERED	30
SOUTH AFRICA							
66677-0550	ARMOUR	4/22/1994	94/4072	4/22/1994	94/4072	REGISTERED	29
66340-0121	DUNCAN HINES (STYLIZED)	9/18/1961	1961/01335/1	8/6/1962	1961/01335/1	REGISTERED	29
66340-0122	DUNCAN HINES (STYLIZED)	9/18/1961	1961/01335/2	8/6/1962	1961/01335/2	REGISTERED	30
SOUTH KOREA							
66677-0518	ARMOUR	4/21/1994	94/16098	12/4/1995	328407	REGISTERED	29
66677-0519	ARMOUR (KOREAN TRANSLITERATION)	11/14/1994	94-45128	1/9/1996	330866	REGISTERED	29
66677-0520	LUNCH BUCKET	11/6/1993	2004-0012449	1/3/1995	305235	REGISTERED	29
SPAIN							
66677-0551	ARMOUR	11/23/1954	288110M	5/16/1956	288110M	REGISTERED	18,29,30
66340-0125	DUNCAN HINES	10/26/1976	N/A	1/16/1978	829946	REGISTERED	30,.
66340-0123	DUNCAN HINES (STYLIZED)	10/18/1961	N/A	1/29/1964	389889	REGISTERED	30
66340-0124	DUNCAN HINES (STYLIZED)	9/15/1961	N/A	5/25/1964	388297	REGISTERED	29,30
SURINAME							
66677-0552	ARMOUR			11/29/1949	6570	REGISTERED	29
SWAZILAND							
66677-0553	ARMOUR		4/8	2/11/1980	UK/4/1980	REGISTERED	29
SWEDEN							
66677-0554	ARMOUR	2/4/1964	196400472	4/9/1965	112598	REGISTERED	05,29,30 31

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SWEDEN continued . . .							
66677-0555	ARMOUR	9/27/1949	2028/49	1/23/1953	73306	REGISTERED	29,30,31
66340-0126	DUNCANHINES	5/30/1983	83-03523	10/28/1983	188734	REGISTERED	29,30
SWITZERLAND							
66677-0556	ARMOUR	10/5/1989	1273	2/3/1970	380136	REGISTERED	01,03,16 18,22,29 30,31
66340-0127	DUNCAN HINES	4/18/1975	01734/1975	6/4/1975	P276566	REGISTERED	29,30,31
66340-0130	DUNCAN HINES & DESIGN	8/6/1987	05118/1987	11/18/1987	356.978	REGISTERED	30
66340-0128	DUNCAN HINES (ARABIC)	1/3/1979	00003/1979	8/29/1979	P300.136	REGISTERED	30
66340-0129	DUNCAN INES	2/10/1984	00711/1984	2/5/1985	P336.203	REGISTERED	30
66340-0313	LOG CABIN	9/11/1990	06667/1990	9/7/1991	384409	REGISTERED	30,32
66677-0557	LUNCH BUCKET	4/7/1988	2424	8/6/1988	362239	REGISTERED	29,30
SYRIA							
66677-0558	ARMOUR	2/6/1964	16181	2/6/1964	25639	REGISTERED	29,30,31
TAIWAN							
66677-0559	ARMOUR	8/28/2000	89049688	6/16/2001	947129	REGISTERED	29
66340-0131	DUNCAN HINES	8/14/1990	N/A	1/16/1991	511008	REGISTERED	27
66340-0314	LOG CABIN	11/13/2001	90046444	4/16/2002	995729	REGISTERED	30
TANGIERS							
66340-0132	DUNCAN HINES	1/2/1961	N/A	8/14/1961	5452	REGISTERED	29,30,31
THAILAND							
66677-0560	ARMOUR	10/11/1949	397254	10/11/1949	Kor102696	REGISTERED	
TRINIDAD & TOBAGO							
66677-0561	ARMOUR	11/17/1994	22230	11/17/1994	23230	REGISTERED	29
66340-0133	DUNCAN HINES	5/2/1984	N/A	4/27/1987	14703	REGISTERED	30
TURKEY							
66340-0134	DUNCAN HINES	2/4/1985	N/A	2/4/1985	84769	REGISTERED	30
UNITED ARAB EMR							
66677-0563	ARMOUR	6/26/1995	11271	9/8/1997	11989	REGISTERED	29
66677-0562	ARMOUR	7/5/1995	11420	9/9/1997	12044	REGISTERED	30
66340-0135	DUNCAN HINES (STYLIZED)	10/15/1995	13293	7/16/1998	16858	REGISTERED	30
UNITED KINGDOM							
66677-0486	ARMOUR	5/11/1945	637088	5/11/1945	637088	REGISTERED	29
66677-0487	ARMOUR & DESIGN	11/16/1967	917287	11/16/1967	917287	REGISTERED	18
66677-0491	ARMOUR & DESIGN	10/28/1964	870931	10/28/1964	870931	REGISTERED	30

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED KINGDOM continued . . .							
66677-0492	ARMOUR & STAR DESIGN	11/16/1967	917290	11/16/1967	917290	REGISTERED	29
66677-0490	ARMOUR & STAR DESIGN	4/8/1981	1152114	4/8/1981	1152114	REGISTERED	29
66677-0489	ARMOUR & STAR DESIGN	10/28/1964	870930	10/28/1964	870930	REGISTERED	29
66677-0488	ARMOUR & STAR DESIGN	11/16/1967	917289	11/16/1967	917289	REGISTERED	32
66677-0494	ARMOUR STAR & DESIGN	7/19/1950	690827	7/19/1950	690827	REGISTERED	30
66677-0493	ARMOUR STAR & DESIGN	7/19/1950	690826	7/19/1950	690826	REGISTERED	29
66677-0495	ARMOUR TREET	8/11/1964	867872	8/11/1964	867872	REGISTERED	29
66677-0496	ARMOUR'S	5/11/1945	637089	5/11/1945	637089	REGISTERED	29
66677-0497	ARMOUR'S	5/11/1945	637090	5/11/1945	637090	REGISTERED	30
66340-0169	CELESTE	12/7/1973	1021896	12/7/1973	1021896	REGISTERED	30
66677-0498	DESIGN (HELMET IN GARTER DEVICE ONLY)	2/24/1894	178488	2/24/1894	178488	REGISTERED	01,02,03 05,28,29 30,31,32
66340-0315	LOG CABIN PURE MAPLE SYRUP & DESIGN	12/20/1899	N/A	12/20/1899	227892	REGISTERED	30
66677-0499	LUNCH BUCKET	3/18/1988	1338880	3/18/1988	1338880	REGISTERED	29
UNITED STATES							
66340-0245	1887	3/15/1976	73,080,217	11/16/1976	1,053,030	REGISTERED	30
66340-0386	ALL WE KNOW IS BAGELS					PROPOSED	30
66677-0564	APPIAN WAY	3/11/1953	71/643,481	12/8/1953	583,458	REGISTERED	30
66340-0195	BAGEL STUFFERS	11/15/2002	78/185,498			ALLOWED	30
66340-0565	BEEFRAGIOUS BEEF RAVIOLI	8/16/1999	75/777,718	1/30/2001	2,424,777	REGISTERED	29
66340-0566	BEEFTASTIC LASAGNA	8/16/1999	75/777,037	2/6/2001	2,426,408	REGISTERED	29
66340-0188	BIG 'N CRUSTY	7/27/1987	73/675,304	10/25/1988	1,510,543	REGISTERED	30
66340-0010	CARB-METER (REFILE ADDITIONAL GOODS)	5/20/2004	78/422,433			ALLOWED	30
66340-0158	CELESTE	7/8/1970	72/364,617	12/15/1970	904,414	REGISTERED	46
66340-0567	CHEEZE CHOMPIN' MACARONI N' CHEESE	8/16/1999	75/777,717	5/15/2001	2,452,053	REGISTERED	30
66340-0181	CHEF'S CHOICE	3/31/1980	73/256,009	11/17/1981	1,178,351	REGISTERED	29
66340-0183	CHEF'S CHOICE	3/3/1995	74/641,564	1/7/1997	2,028,196	REGISTERED	29
66340-0184	CHEF'S CHOICE	4/7/1994	74/512,122	9/9/1997	2,095,467	REGISTERED	29,30
66340-0179	CHEF'S CHOICE & DESIGN	10/28/1950	71/605,565	2/23/1954	585,900	REGISTERED	29
66340-0182	CHEF'S CHOICE & DESIGN	2/18/1988	73/711,902	7/11/1989	1,547,565	REGISTERED	29

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES continued . . .							
66340-0180	CHEF'S CHOICE (STYLIZED)	9/2/1986	73/618,019	6/30/1987	1,445,405	REGISTERED	29
66340-0420	CHOCOLATE LOVERS	6/7/2005	78/645,531			PENDING	30
66340-0252	COUNTRY CABIN	7/27/1999	75/761,800	8/13/2002	2,607,867	REGISTERED	30
66340-0244	COUNTRY KITCHEN	12/9/1974	73/039,091	8/5/1975	1,017,558	REGISTERED	30
66340-0419	COUNTRY KITCHEN (additional goods)	4/4/2005	78/601,291			ALLOWED	30
66340-0247	COUNTRY KITCHEN LITE	8/17/1990	74/089,203	12/22/1992	1,742,433	REGISTERED	30
66340-0568	COUNTRY SUPPER	4/29/1968	72/296,784	9/9/1969	876,663	REGISTERED	29
66340-0650	CREAM	2/28/2007	77/118,322			PENDING	30
66340-0620	CREAM & DESIGN	1/6/1906	71/015,943	8/14/1906	55,577	REGISTERED	30
66340-0619	CREAM CORN STARCH & DESIGN	1/6/1906	71/015,944	8/14/1906	55,578	REGISTERED	30
66340-0017	CREATE YOUR OWN	10/17/2001	78/088,857	12/24/2002	2,667,348	REGISTERED	30
66340-0174	CRISP & HEALTHY	4/20/1998	75/470,124	2/6/2001	2,426,021	REGISTERED	29
66340-0569	Design (CRAZY BIG HEAD)	4/27/2000	76/035,787	6/25/2002	2,586,221	REGISTERED	29,30
66340-0250	DESIGN (LOG CABIN BOTTLE)	7/10/1998	75/517,197	8/17/1999	2,271,209	REGISTERED	30
66340-0248	DESIGN (LOG CABIN WITH SCENERY)	10/5/1992	74/320,409	12/26/1995	1,944,425	REGISTERED	30
66340-0243	DESIGN (LOG CABIN)	10/24/1958	72/061,281	8/30/1960	703,621	REGISTERED	46
66340-0143	DESIGN (MRS. BUTTERWORTH'S BOTTLE)	11/10/1978	73/188,791	8/29/1980	1,138,877	REGISTERED	30
66340-0172	DESIGN (WINDMILL)	3/30/1967	72/267,881	1/16/1968	842,549	REGISTERED	46
66677-0570	DESSERT BUCKET	10/12/2005	78/731,895			PENDING	07
66677-0571	DESSERT BUCKET	2/28/2006	78/825,022			PENDING	30
66340-0011	DUNCAN HINES	5/9/1966	72/245,195	9/19/1967	835,567	REGISTERED	30
66340-0012	DUNCAN HINES	4/11/1983	73/421,154	10/9/1984	1,299,761	REGISTERED	30
66340-0645	DUNCAN HINES	1/5/2007	77/076,788			PENDING	30
66340-0014	DUNCAN HINES CHOCOLATE LOVERS	2/27/1992	74/250,359	8/17/1993	1,788,936	REGISTERED	30
66340-0398	EVERY BAGEL SHOULD BE THIS GOOD	10/21/2004	78/503,795			ALLOWED	030
66340-0235	FISH 'N DIPS	7/16/2003	78/275,107	3/28/2006	3,074,852	REGISTERED	29
66340-0018	FUN FROSTERS	1/14/2003	78/203,037	12/23/2003	2,797,730	REGISTERED	30
66340-0400	GET COMFORTABLE WITH FISH	11/9/2004	78/514,033			ALLOWED	29
66340-0572	HARTFORD HOUSE	12/18/1989	74/011,804	5/28/1991	1,646,508	REGISTERED	30
66340-0573	HARTFORD HOUSE	6/18/1970	72/362,985	6/8/1971	914,149	REGISTERED	29
66340-0627	HAWAIIAN BOWLS	7/21/2006	78/935,277			PENDING	29

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UNITED STATES continued . . .							
66340-0644	HEAT UP THE HOMEMADE TASTE	1/5/2007	77/076,833			PENDING	30
66340-0185	LENDER'S	7/25/1980	73/271,734	10/6/1981	1,172,496	REGISTERED	30
66340-0196	LENDER'S	5/8/2003	78/247,176	6/21/2005	2,963,537	REGISTERED	30
66340-0384	LENDER'S (STYLIZED)	9/10/1970	72/370,344	4/18/1972	932,754	REGISTERED	30
66340-0194	LENDER'S AUTHENTIC BAGELS SINCE 1927 & DESIGN	11/6/2002	78/182,370	10/21/2003	2,775,738	REGISTERED	30
66340-0189	LENDER'S BAGELS & DESIGN	5/31/1988	73/731,751	3/21/1989	1,531,083	REGISTERED	30
66340-0387	LITTLE LENDER'S					PROPOSED	
66340-0240	LOG CABIN	6/29/1905	71/009,380	4/9/1907	61,962	REGISTERED	30
66340-0242	LOG CABIN	2/20/1952	71/625,266	8/26/1952	563,478	REGISTERED	30
66340-0246	LOG CABIN LITE	4/19/1990	74/051,207	3/10/1992	1,679,044	REGISTERED	30
66340-0251	LOG CABIN PREMIUM BLENDS & DESIGN	5/5/1999	75/708,958	11/13/2001	2,507,658	REGISTERED	30
66677-0574	LUNCH BUCKET	11/13/1984	73/508,330	7/9/1985	1,348,341	REGISTERED	29
66677-0575	LUNCH BUCKET	9/3/1985	73/556,691	1/6/1987	1,424,133	REGISTERED	29,30
66340-0576	LUNCH 'N GO	10/11/2004	78/497,846			ALLOWED	29
66340-0422	MAGIC MINIS	9/2/2005	78/706,158			ALLOWED	30
66340-0424	MAGIC STICKS	9/6/2005	78/707,201			ALLOWED	30
66340-0577	MIGHTY MUNCHIN' MACARONI N' BEEF	8/16/1999	75/777,032	3/6/2001	2,433,054	REGISTERED	30
66340-0013	MOIST DELUXE	5/4/1990	74/055,954	6/9/1992	1,693,787	REGISTERED	30
66340-0198	MOIST DELUXE	11/15/2001	78/093,548	10/29/2002	2,643,026	REGISTERED	30
66340-0142	MRS. BUTTERWORTH	1/8/1973	72/445,454	10/16/1973	970,903	REGISTERED	30
66340-0140	MRS. BUTTERWORTH'S	7/14/1960	72/100,852	10/10/1961	722,714	REGISTERED	30
66340-0141	MRS. BUTTERWORTH'S	6/1/1966	72/247,039	7/11/1967	831,942	REGISTERED	30
66340-0144	MRS. BUTTERWORTH'S	6/22/1999	75/749,273	10/30/2001	2,502,706	REGISTERED	30
66340-0146	MRS. BUTTERWORTH'S	1/8/2002	78/101,527	9/17/2002	2,621,585	REGISTERED	30
66340-0319	MRS. PAUL'S	6/14/1957	72/031,994	6/24/1958	663,544	REGISTERED	29
66340-0321	MRS. PAUL'S & DESIGN	8/31/1995	74/723,266	10/29/1996	2,011,744	REGISTERED	29
66340-0320	MRS. PAUL'S (STYLIZED)	5/11/1971	72/391,717	12/26/1972	949,434	REGISTERED	29
66340-0338	OCEAN'S ORIGINAL	7/14/1992	74/294,532	9/21/1993	1,794,378	REGISTERED	29
66340-0625	PACIFIC CROWN	7/10/2006	78/925,909			PENDING	29
66340-0579	SEASONED TO PERFECTION	12/18/1995	75/033,472	6/10/1997	2,068,794	REGISTERED	29
66340-0022	SIGNATURE DESSERTS	9/24/2003	78/304,823	10/17/2006	3,156,014	REGISTERED	30

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UNITED STATES continued . . .							
66340-0580	SIMMERIN' SAUSAGES	10/19/2005	78/736,620			ALLOWED	29
66340-0190	SINCE 1927, BAKERS OF BETTER BAGELS	5/4/1988	73/728,328	7/25/1989	1,549,374	REGISTERED	30
66340-0601	SIZZLIN' SAUSAGES	10/19/2005	78/736,656			PENDING	29
66340-0582	SLURPLICIOUS SPAGHETTI N' FRANKS	8/16/1999	75/777,716	5/13/2003	2,714,827	REGISTERED	30
66340-0643	SO RICH. SO MOIST. SO VERY DUNCAN HINES.	1/4/2007	77/076,228			PENDING	30
66340-0651	SO THICK. SO BUTTERY. AND STILL JUST AS SWEET.	3/20/2007	77/135,063			PENDING	30
66340-0374	SUN UP SKILLET & DESIGN	9/5/1995	74/725,376	3/10/1998	2,143,075	REGISTERED	29
66340-0583	SUNRISE	4/30/1987	73/658,223	11/22/1988	1,513,776	REGISTERED	30
66340-0147	SYRUP DUNK'ERS	9/24/2003	78/304,774	5/31/2005	2,958,474	REGISTERED	30
66340-0584	THE MEATY ONE!	12/1/1995	75/026,501	2/4/1997	2,035,255	REGISTERED	29
66340-0578	THE OFFICIAL CANNED FOOD OF THE NEW MILLENNIUM	3/1/1999	75/649,858	11/13/2001	2,507,572	REGISTERED	29
66340-0586	THE ULTIMATE IN THICK, RICH, CHILI.	2/28/2006	78/825,158			PENDING	29
66340-0587	TREET	12/4/1964	72/207,465	3/1/1966	804,802	REGISTERED	29
66340-0588	ULTIMATE	2/22/2005	78/572,360			PENDING	29
66340-0589	ULTIMATE	2/28/2006	78/825,067			PENDING	29
66340-0171	VAN DE KAMP'S	5/8/1961	72/119,509	7/17/1962	734,635	REGISTERED	30
66340-0175	VAN DE KAMP'S	11/1/2001	78/091,208	9/10/2002	2,618,409	REGISTERED	29
66340-0173	VAN DE KAMP'S (STYLIZED)	7/28/1980	73/271,993	7/6/1982	1,200,559	REGISTERED	29,30
66340-0367	VDK FROZEN FOODS					PROPOSED	
66340-0241	WIGWAM & DESIGN	9/17/1908	71/037,448	6/15/1909	74,056	REGISTERED	30
URUGUAY							
66677-0590	ARMOUR	10/5/1970	130456	9/18/1950	335846	REGISTERED	01,03,13
66677-0591	ARMOUR	10/5/1970	130457	10/9/1973	335845	REGISTERED	29,30
66677-0592	ARMOUR	2/5/1954	135716	2/5/1954	205654	REGISTERED	06,10
66677-0593	ARMOUR STAR (LABEL)	9/17/1957	71050	11/18/1957	304.301	REGISTERED	01,03,06 09,13
66677-0594	ARMOUR STAR (LOGO TYPE)	2/11/1957	154057	6/15/1957	304.302	REGISTERED	01,03,06 09,13
66340-0136	DUNCAN HINES	3/28/1989	N/A	4/28/1989	311654	REGISTERED	30
66340-0316	LOG CABIN & DESIGN	4/5/1960	N/A	11/26/1991	335599	REGISTERED	30
VENEZUELA							
66677-0595	ARMOUR	5/20/1992	10.407-92			PENDING	29

REFERENCE	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
VENEZUELA continued . . .							
66677-0596	ARMOUR STAR	3/2/1948	269	3/2/1964	20500-F	REGISTERED	29
66340-0170	CELESTE & DESIGN			9/8/1999	110046	REGISTERED	29
66340-0317	DESIGN (LOG CABIN)	7/29/1958	N/A	7/29/1958	34817-F	REGISTERED	46
66340-0137	DUNCAN HINES & DESIGN	3/23/1994	3682-94	2/9/1996	185419-P	REGISTERED	30
66677-0597	LUNCH BUCKET	5/18/1990	8.064-90	5/2/1994	F-159034	REGISTERED	
VIETNAM							
66677-0598	ARMOUR	5/4/1993	12998	1/26/1994	10872	REGISTERED	29,30
66340-0318	LOG CABIN	12/8/2006	GH4-2006-1342	6/26/1997	24516	REGISTERED	30
WESTERN SAMOA							
66340-0308	LOG CABIN	10/23/1973	N/A	9/10/1978	252	REGISTERED	30
ZIMBABWE (RHODESIA)							
66340-0138	DUNCAN HINES	4/23/1996	N/A	4/23/1996	768/96	REGISTERED	29
66340-0139	DUNCAN HINES	4/23/1996	N/A	4/23/1996	769/96	REGISTERED	30

V. Personality Licenses

Licensee	Licensor	Personality	Expiration Date
Pinnacle Foods Corporation	Groucho Marx Productions	Groucho Marx's voice	6/30/09, with two one-year options to renew.

VI. Trademark Licenses

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
Pinnacle Foods Corporation	CSC Brands, Inc.	US SWANSON	2069011	6/10/2007
		US SWANSON & Design	2079568	7/15/2007
		US SWANSON & S Design	678973	5/15/2009
		US SWANSON & S Design	729530	4/3/2012
		US SWANSON & Design	981243	3/26/2004
		US SWANSON & S Design	704075	9/6/2010
		US SWANSON & S Design	686419	Cancelled[3]
		US SWANSON & Design	726781	Cancelled
		US SWANSON & S Design	981242	Cancelled

[3] While the federal registration for this mark has been cancelled, we have not removed this mark from the chart as the owner may still have common law rights in the mark. Rights in trademarks in the US are obtained through use. Even without a federal registration, common law rights can be retained. The owner of the mark can confirm whether the mark is still in use. The same principles apply to the other Swanson marks that are indicated as being cancelled on this chart.

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Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		US SWANSON & S Design	704073	Cancelled
		US SWANSON & S Design	657519	1/21/2008
		US SWANSON KIDS	1786903	Cancelled
Pinnacle Foods Corporation	Campbell Soup Company	Argentina SWANSON	1510930	3/31/2004
		SWANSON and S Design	1510931	3/31/2004
		SWANSON and S Design	1510932	3/31/2004
		Australia SWANSON and S Design	B205769	10/25/2011
		Austria SWANSON & S Design	40485	1/31/2009
		Bahamas[4] S & Design	2640	
		SWANSON & S Design	3010	
		Benelux SWANSON	55529	8/2/2006
		SWANSON & S Design	55530	8/2/2008
		Bermuda[5] S & Design	3094	
		Canada SWANSON	TMA463723	9/27/2011
		Canada SWANSON	UCA043819	9/29/2012

[4] Duration of a Bahamas registration is 14 years from the date of application, with renewal periods of 14 years. Only the date of registration was provided to us.

[5] Duration of a Bermuda registration is 7 years from the date of the application, with renewal periods of 7 years. Only the date of registration was provided to us.

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		Canada SWANSON & S Design	TMA214839	7/16/2006
		Canada SWANSON & S Design	TMA160025	12/13/2013
		Canada SWANSON & S Design	173660	12/31/2015
		Canada SWANSON & S Design	159798	12/06/2013
		Canada SWANSON & S Design	298147	12/14/2014
		Canada SWANSON & S Design	173664	12/31/2015
		Canada SWANSON & S Design	TMA122458	6/9/2006
		Canada SWANSON & S Design	TMA120872	1/20/2006
		Canada SWANSON & S Design	137233	9/4/2009
		Canada SWANSON & S Design	137234	9/4/2009
		Canada SWANSON & S Design	TMA122457	6/9/2006
		Canada SWANSON & S Design	TMA121572	3/17/2006
		Canada SWANSON (Chinese)	454345	2/16/2011

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		Canada SWANSON FOR KIDS	404640	11/6/2007
		Canada SWANSON GOURMET	376598	12/7/2005
		Canada SWANSON POUR ENFANTS	404641	11/6/2007
		Canada SWANSON & S Design	324528	3/6/2017
		China SWANSON	267454	10/30/2006
		China SWANSON	361212	9/20/2009
		China SWANSON	267475	10/30/2006
		China SWANSON	354315	7/10/2009
		China SWANSON	359609	8/30/2009
		China SWANSON	360561	1/21/2011
		China SWANSON	361206	9/20/2009
		China SWANSON	359518	8/20/2009
		China SWANSON	355108	7/20/2009
		China SWANSON	360569	9/10/2009
		China SWANSON & S Design	267453	10/30/2006
		China SWANSON & S Design	267470	10/30/2006

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		China SWANSON (Chinese)	267455	10/30/2006
		China SWANSON (Chinese)	361214	9/20/2009
		China SWANSON (Chinese)	267469	10/30/2006
		China SWANSON (Chinese)	354316	7/10/2009
		China SWANSON (Chinese)	359608	8/30/2009
		China SWANSON (Chinese)	360562	3/10/2009
		China SWANSON (Chinese)	361202	9/20/2009
		China SWANSON (Chinese)	358519	8/20/2009
		China SWANSON (Chinese)	355109	7/20/2009
		China SWANSON (Chinese)	360568	9/10/2009
		Cuba[6] SWANSON (Stylized)	98521	
		Denmark SWANSON (Stylized)	1957-1723VR	10/26/2007

[6] Duration of a Cuba registration is 10 years from the filing date of the application, with renewal periods of 10 years. Only the date of registration was provided to us.

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Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		SWANSON S	1787-1959	10/3/2009
		Dominican Republic[7] SWANSON (Stylized)	9484	
		Egypt[8] S & Design	32021	
		El Salvador SWANSON (Stylized)	4471	12/12/2006
		France[9] SWANSON & S Design	1239608	
		Germany SWANSON (Stylized)	699410	4/30/2006
		Greece[10] SWANSON & S Design	23467	
		SWANSON (Stylized)	23466	
		Hong Kong[11] SWANSON & S Design	8/1981	
		SWANSON & S Design	3063/91	

[7] Registration of a mark in the Dominican Republic is granted for periods of 5, 10, 15, or 20 years at the option of the applicant, and it can be renewed for any new period. We were not provided with sufficient information to determine the expiration date.

[8] Duration of a Egyptian registration is 10 years from the date of the application, with renewal periods of 10 years. Only the date of registration was provided to us.

[9] Duration of a French registration is 10 years from the filing date of the application, with renewal periods of 10 years. Only the date of registration was provided to us.

[10] Duration of a Greek registration is 10 years from the day after the filing date of the application, with renewal periods of 10 years. Only the date of registration was provided to us.

[11] A trademark registration in Hong Kong is valid for seven years from the date of application, and renewal periods are 14 years. We were only provided with the registration date.

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		SWANSON & S Design	B 875/1958	
		SWANSON (Chinese)	B 1929/1984	
		SWANSON (Chinese)	3061/91	
		SWANSON (Chinese)	3062/91	
		Italy SWANSON	863368	4/19/2012
		SWANSON & S Design	842993	4/24/2011
		SWANSON (Stylized)	746855	5/14/2008
		Jamaica[12] S & Design	6795	
		Japan SWANSON & S Design	4085389	11/21/2007
		SWANSON & S Design	4085390	11/21/2007
		SWANSON & S Design	8-14653	3/6/2008
		SWANSON & S Design	8-14654	3/6/2008
		Lebanon[13] SWANSON (Stylized)	24626	
		Liberia SWANSON	41285/3977	10/2/2014

[12] A trademark registration in Jamaica is valid for seen years from the date of application, and renewal periods are 14 years. We were only provided with the registration date.

[13] A trademark registration in Lebanon is valid for 15years from the date of application, with renewal periods of 15 years. We were only provided with the registration date.

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		SWANSON & S Design	151084/3539	10/2/2014
		Malaysia[14] SWANSON & S Design	M/B31522	
		Mexico[15] SWANSON	434226	
		SWANSON	434753	
		Netherlands Antilles[16] SWANSON (Stylized)	3245	
		Norway SWANSON & S Design	51897	7/28/2008
		SWANSON (Stylized)	48114	4/16/2006
		Panama SWANSON (Stylized)	5239	6/14/2007
		Poland[17] SWANSON	R-75889	
		SWANSON & S Design	R-75883	
		Saudi Arabia[18] SWANSON	36/87	

[14] A trademark registration in Malaysia is valid for 10 years from the date of application, and renewal periods are 10 years. We were only provided with the registration date.

[15] A trademark registration in Mexico is valid for 10years from the date of application, and renewal periods are 10 years. We were only provided with the registration date.

[16] A trademark registration in Netherlands Antilles is valid for 10years from the date of application, and renewal periods are 20 years. We were only provided with the registration date.

[17] A trademark registration in Poland is valid for 10 years from the filing date of application, and renewal periods are 10 years. We were only provided with the registration date.

[18] A trademark registration in Saudi Arabia is valid for 10 Hejira years (approximately nine years and eight months) from the date of filing the application, and renewal periods are the same period. We were only provided with the registration date.

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		SWANSON & S Design	36/88	
		Singapore[19] SWANSON & S Design	B519/91	
		SWANSON & S Design	B24874	
		SWANSON (Chinese)	783290	
		SWANSON (Chinese)	783390	
		Spain SWANSON & S Design	336956M	8/1/2008
		SWANSON (Stylized)	306797M	4/23/2006
		Switzerland SWANSON (Stylized)	396102	2/17/2012
		Taiwan SWANSON	397742	4/16/2008
		SWANSON & S Design	397741	4/16/2008
		SWANSON (Chinese)	397743	4/16/2008
		SWANSON (English & Chinese)	397714	4/16/2008
		Thailand SWANSON	132365	1/13/2009
		SWANSON & S Design	130807	1/13/2009
		SWANSON (Chinese)	154544	No reg. date provided
		Trinidad and Tobago S & Design	83/1956	4/16/2006

[19] A trademark registration in Singapore is valid for 10years from the date of application, and renewal periods are 10 years. We were only provided with the registration date.

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		Venezuela SWANSON & S Design	33237-F	1/15/2008
		Vietnam[20] SWANSON	3890	
		SWANSON (Chinese)	14307	
		Zaire[21] SWANSON (Stylized)	3230/C	
		Trademark Applications Argentina SWANSON	1875402	
		Macao SWANSON (Chinese)	9221/DSE	
		SWANSON (Chinese)	9220/DSE 91/706	
		Malaysia SWANSON & S Design	91/707	
		SWANSON & S Design	91/708	
		SWANSON & S Design	91/709	
		SWANSON & S Design	91/710	
		SWANSON (Chinese)	91/711	
		SWANSON (Chinese)		
		Russian Federation SWANSON	97711471	

[20] A trademark registration in Vietnam is valid for 10 years from the filing date of application, and renewal periods apparently are 10 years. We were only provided with the registration date.

[21] A trademark registration in Zaire is valid for 10 years from the filing date of application, and renewal periods are 10 years. We were only provided with the registration date.

Licensee (and if Licensee is not a Grantor, name of Grantor that has rights in the License)	Licensor	Mark	Registration Number	Expiration Date
		SWANSON (Cyrillic)	97714154	
General Foods Corporation (now Kraft Foods, Inc.)	Vlasic Foods, Inc. (Pinnacle Foods Corporation)	OPEN PIT	US 701940 (Also mentions rights to marks in Caribbean and Japan, no reg. numbers listed)	7/26/2010
Pinnacle Foods Corporation	Smithfield Foods	ARMOUR	US 2,734,279	7/08/2013
		ARMOUR	US 655,574	12/10/2007
		ARMOUR & Design	US 76/347650 (pending application)	
		ARMOUR & Design	US 1,512,902	11/15/2008
		ARMOUR DELUXE	US 848,274	4/30/2008
		ARMOUR GOLDEN STAR (DESIGN)	US 804,358	2/22/2006
		ARMOUR STAR	US 769,238	5/05/2004
		ARMOUR STAR (Design)	US 2,514,822	12/4/2007
		ARMOUR STARS	US 2,532,917	1/22/2008
		BANNER	784,099	1/26/2005 (Expired)

(1) Trademark License Agreement dated 7/9/96 between the Quaker Oats Company, the Quaker Oats Company of Canada Limited, and Van de Kamp's, Inc. for the following trademarks:

TRADEMARK	REGISTRATION NO.
AUNT JEMIMA	US 797,560
AUNT JEMIMA	US 1,590,084
AUNT JEMIMA	US 1,575,365
AUNT JEMIMA	US 1,697,862
DESIGN	US 1,699,260
DESIGN	US 1,614,072
AUNT JEMIMA	Canada TMA164781
DESIGN	Canada TMA 384601

VII. Common Law Trademarks[22]

Country	Mark	Owner
UNITED STATES	CROWN	Pinnacle Foods Brands Corporation
UNITED STATES	DESIGN (DELI-MAN)	Pinnacle Foods Brands Corporation
UNITED STATES	WIEJSKE WYROBY	Pinnacle Foods Brands Corporation
UNITED STATES	OPEN PIT SPECIAL RECIPE	Pinnacle Foods Brands Corporation

VIII. License to Use Company Name

Licensee	Licensor	Company	License Date
Pinnacle Foods Corporation	Kikkoman International, Inc.	KIKKOMAN	2/8/2002
Pinnacle Foods Corporation	McIlhenney Company	Tabasco®	9/1/2004

[22] In addition to the common law trademarks scheduled below, there are additional marks listed above where we have indicated that the federal registration has been cancelled. With respect to such marks, the owner may still have common law rights.

IX. Copyrights

Registered Owner	Title	Registration Number	Expiration Date
None.			

X. Copyright Licenses

Licensee	Licensor	Title	Registration Number	Expiration Date
None.				

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Exhibit I to the
Intellectual Property
Security Agreement

SUPPLEMENT NO. __ dated as of, to the Intellectual Property Security Agreement dated as of April 2, 2007 among PEAK FINANCE HOLDINGS LLC ("Holdings"), PINNACLE FOODS FINANCE LLC (the "Borrower"), certain Subsidiaries of Borrower and Holdings from time to time party hereto and LEHMAN COMMERCIAL PAPER INC., as Collateral Agent.

A. Reference is made to the Credit Agreement dated as of April 2, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, LEHMAN COMMERCIAL PAPER INC., as Administrative Agent and Collateral Agent, GOLDMAN SACHS CREDIT PARTNERS L.P., as Syndication Agent, Mizuho Corporate Bank, Ltd. and General Electric Capital Corporation, as Co-Documentation Agents, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender").

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

C. The Grantors have entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the L/C Issuers to issue Letters of Credit. Section 5.14 of the Intellectual Property Security Agreement provides that Intermediate Holding Companies and additional Restricted Subsidiaries of the Borrower may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Intermediate Holding Company or Restricted Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their succes-

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sors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Intellectual Property Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of any and all Collateral of the New Grantor consisting of Intellectual Property and (b) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intellectual Property Security Agreement.

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SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

By: _____
Name:
Title:

Legal Name:
Jurisdiction of Formation:
Location of Chief Executive office:

LEHMAN COMMERCIAL PAPER INC.,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

TRADEMARK
REEL: 003514 FRAME: 0394

Schedule I to the
Supplement No. __ to
the Intellectual Property
Security Agreement

INTELLECTUAL PROPERTY

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