

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gourmet Baker, Inc.		04/30/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Roynat Capital Inc.
Street Address:	40 King Street, 26th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1H1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1896358	THE GOURMET BAKER
Registration Number:	1896357	THE GOURMET BAKER
Registration Number:	1761579	BUMBLEBERRY
Registration Number:	1673568	BUMBLEBERRY

CORRESPONDENCE DATA

Fax Number: (212)575-0671

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-790-9200

Email: trademark@cfl.com

Correspondent Name: William M. Borchard

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Cowan, Liebowitz & Latman, P.C.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

23137.096/WMB/GTA

DOMESTIC REPRESENTATIVE

900083719

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Name: William M. Borchard
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Cowan, Liebowitz & Latman, P.C.
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	William M. Borchard
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Signature:	/William M.Borchard/
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Date:	08/07/2007
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Total Attachments: 15

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IP Security Agreement, GB1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT dated the 30th of April, 2007, is made by **GOURMET BAKER INC.**, a corporation amalgamated under the laws of the Province of Ontario (the "**Borrower**"), as debtor, in favour of **ROYNAT CAPITAL INC.** (the "**Agent**"), as administrative agent under the Credit Agreement (as hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") for its own benefit and for and on behalf of and for the benefit of each of the Lenders under, and as defined in, the Credit Agreement (the **Agent** and the Lenders and the Lenders' respective successors and assigns being referred to collectively herein as, the "**Secured Parties**" and "**Secured Party**" means any one of them).

WHEREAS pursuant to the Credit Agreement dated April 30, 2007 between the **Agent** and the **Borrower**, the **Agent** has agreed to make Advances to the **Borrower**, under the Credit Agreement;

AND WHEREAS the **Borrower** is required to execute and deliver this Agreement as continuing collateral security;

AND WHEREAS the **Borrower** has duly authorized the execution, delivery and performance of this Agreement;

IN CONSIDERATION for the sum of \$10 now paid by the **Agent** to the **Borrower** and for other good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by the **Borrower**, the **Borrower** agrees with the **Agent** for its own benefit and for the benefit of the **Secured Parties**, as follows:

1. Definitions.

Unless otherwise defined herein, including in the preamble or the recitals hereto, or the context otherwise requires, terms used in this Agreement have the meanings defined in the Credit Agreement, and the following terms have the following meanings:

- (a) "**Agreement**" means this Agreement, including the Schedules hereto, as the same may be amended, supplemented, restated, superseded or replaced from time to time;
- (b) "**Collateral**" means all of the present and after-owned or acquired Intellectual Property of the **Borrower** (including all such property at any time owned, leased or licensed by the **Borrower**, or in which the **Borrower** at any time has any interest or to which the **Borrower** is or may at any time become entitled) and all proceeds thereof, wherever located;
- (c) "**Credit Agreement**" means the credit agreement dated April 30, 2007 between the **Agent**, as lead arranger and administrative agent, the **Borrower** and 2130651 Ontario Inc., as borrowers, Roynat Capital Inc. and other financial institutions that are (or may from time to time become) parties thereto, as lenders, in accordance

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with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto;

- (d) **"Guarantee"** means the unlimited guarantee of the payment and performance of all present and future indebtedness, liabilities and obligations of 2130651 Ontario Inc. to the Agent and the Lenders dated as of the 30th day of April, 2007 issued by the Borrower to the Agent for the benefit of the Secured Parties, as the same may from time to time be amended, modified, supplemented, restated, superseded or replaced;
- (e) **"Intellectual Property"** has the meaning described in Section 7 of this Agreement;
- (f) **"Secured Obligations"** means all the obligations of the Borrower, as a borrower under the Credit Agreement and described in the definition of "Obligations" in section 1 of the Credit Agreement and all the obligations of the Borrower under the Guarantee; and
- (g) **"PPSA"** means the *Personal Property Security Act* (Ontario) and the regulations thereunder, from time to time in effect.

2. **Interpretation.**

Grammatical variations of any terms defined herein have similar meanings; words (including defined terms) importing the singular shall include the plural and vice versa; and words importing gender shall include the masculine, feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

3. **Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, all of which when taken together constitute one and the same instrument.

4. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Borrower hereby submits and attorns to the non-exclusive jurisdiction of the courts of such province for the purpose of all proceedings relating to this Agreement.

5. **Successors and Assigns.**

This Agreement shall enure to the benefit of and be binding upon the Agent and its successors and assigns and the Borrower and its successors and assigns; provided that the

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Borrower shall not have the right to assign this Agreement or any of its rights or obligations hereunder.

6. Business Combinations.

The Borrower acknowledges and agrees that in the event of a merger or other business combination of the Borrower with any other entity, it is the intention of the parties hereto that the security interest created hereby (a) shall extend to the property and assets coming within the definition of Collateral then owned by the continuing entity(ies) at the time of the completion of the business combination and to any such Collateral thereafter owned or acquired by the continuing entity(ies), such that the term Borrower when used herein would apply to each of the continuing entities and (b) shall secure the Secured Obligations of each of the continuing entities to the Secured Parties at the time of the business combination in question and any Secured Obligations of the continuing entity(ies) to the Secured Parties thereafter arising. The security interest shall attach to all such additional Collateral at the time of the business combination and to any Collateral thereafter owned or acquired by the continuing entity(ies) when such becomes owned or is acquired. All defined terms and other provisions of this Agreement shall be deemed to have been amended to reflect such business combination, to the extent required by the context.

7. Security for Secured Obligations.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due payment, performance and satisfaction of all of the Secured Obligations, the Borrower does hereby assign, pledge, mortgage and hypothecate to and in favour of the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the Borrower's right, title and interest worldwide in and in respect of the following property (the "Intellectual Property"), whether registered or unregistered and whether now existing, owned or used or hereafter existing, owned, acquired, adopted or used:

- (a) all trade-marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other sources of business identifiers, and the goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications therefor, including those listed in Schedule A to this Agreement and all extensions, reissues or renewals thereof;
- (b) all copyrights whether statutory or common law, including but not limited to all designs, drawings, logos, publications, computer programs, registrations thereof and all applications in connection with any of the foregoing, including all registrations, recordings and applications therefor, including those listed in Schedule A to this Agreement, and all extensions or renewals thereof;
- (c) all patents, industrial designs, technology, patentable or unpatentable inventions, know-how, trade secrets and other processes, any application for registration for any patent or industrial design, and all applications in any jurisdiction based on international patent applications filed pursuant to the Patent Co-operation Treaty,

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and all reissues, divisions, continuations, continuations-in-part and extensions thereof;

- (d) all other forms of intellectual property, any registrations thereof and all applications in connection therewith, and all reissues, extensions or renewals thereof;
- (e) all licenses and other agreements providing the Borrower with the right to use any items of the type described in paragraphs (a), (b), (c) or (d) above;
- (f) the right to sue third parties for past, present and future infringements or violations of any item described in paragraphs (a), (b), (c) or (d) above and, to the extent applicable, paragraph (e); and
- (g) all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or violation of any of the rights described in paragraphs (a) to (e) above or for any injury to the goodwill associated with the use of any trade-mark described in paragraph (a) or for breach or enforcement of any license agreement described in paragraph (e), and all rights corresponding thereto throughout the world.

The security interests created by this Agreement are intended to attach when this Agreement is signed by the Borrower with respect to all items of Collateral in which the Borrower has rights at that moment, and shall attach to all other Collateral immediately upon the Borrower acquiring any rights therein. The parties do not intend to postpone the attachment of any security interest created by this Agreement.

8. Agreement for Security Purposes.

In addition to the creation of security for the payment, performance and satisfaction of the Secured Obligations, this Agreement has also been executed and delivered by the Borrower with the intention that it be used to facilitate the recording of the security interest of the Agent in the Collateral with the Canadian Intellectual Property Office and any similar government office or agency in all other relevant jurisdictions.

9. Continuing Security.

This Agreement shall not be considered to be satisfied or discharged, in whole or in part, by any intermediate payment of all or part of the Secured Obligations and shall operate as a continuing security interest for a current, running or revolving account or credit facility.

10. Remedies

- (a) Receiver. Upon the occurrence of an Event of Default, the Agent, or any receiver, interim receiver or receiver manager appointed by the Agent or by the Court on the Agent's application (the "Receiver") shall have power to take possession of the Collateral wherever it may be located and by any method permitted by law, and exercise all rights and remedies of a secured party under the

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PPSA and other Applicable Law, and to exercise all or any of the rights, powers, authorities and remedies which the Borrower has or would otherwise have had in relation to the Collateral.

- (b) **Power of Receiver.** The Agent or the Receiver may take possession of, collect, demand, sue on, enforce, recover, receive, accept, retain and foreclose on the Collateral and give valid and binding receipts and discharges therefor and in respect thereof, and the Agent or the Receiver may sell, assign, lease, license or otherwise dispose of the Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to the Agent or the Receiver may seem reasonable, provided always, that the Agent or the Receiver shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license, or otherwise dispose of the Collateral or to institute any proceedings for such purposes.
- (c) **Costs of Enforcement.** The Borrower shall forthwith reimburse the Agent on demand and on a full indemnity basis for all interest, commissions, costs of realization and enforcement and other costs and expenses (including reasonable legal fees and expenses on a full indemnity basis) incurred by the Agent or any Receiver in connection with the preparation, execution, delivery, perfection, protection, enforcement of and advice with respect to this Agreement, including those arising in connection with the enforcement, realization, disposition of, retention, protection or collection of the Collateral, or the security interests therein, and the priority, protection or enforcement of the rights of the Agent or any Receiver and those incurred for registration of any financing statement registered in connection with the security interests in the Collateral.
- (d) **Statutory Powers.** The powers and remedies conferred on the Agent or any Receiver by any statute or ordinance, the general law or otherwise in any jurisdiction will be in augmentation of the powers hereby expressly conferred and they may enforce, exercise and enjoy any and all rights and remedies of a secured party under the PPSA and all other rights and remedies available under this Agreement or any other Credit Document or that are available under Applicable Law.
- (e) **Performance of Contracts.** It is expressly understood that anything herein to the contrary notwithstanding, the Borrower shall remain liable with respect to any contractual obligations assumed by the Borrower arising from the exercise of any right or interest in the Collateral, and the Borrower shall observe and perform all such obligations, all in accordance with and pursuant to the terms and provisions of any agreement made by the Borrower. The Agent shall have no obligation or liability in connection with any such contractual obligation or agreement by reason of or arising out of this Agreement or the granting to the Agent of a security interest in the Collateral, nor shall the Agent be required or obligated in any manner to perform or fulfil any of the obligations of the Borrower under or pursuant to any such contractual obligation or agreement, or to make any

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payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any contractual obligation or agreement, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

The foregoing rights and remedies are each independent and cumulative and may be enforced or exercised by the Agent separately or in any combination.

11. General

- (a) **Agent's Appointment as Attorney-in-Fact.** The Borrower constitutes and appoints the Agent and any officer or agent of the Agent, with full power of substitution, as the Borrower's true and lawful attorney-in-fact with full power and authority in the place of the Borrower and in the name of the Borrower or in its own name, from time to time in the Agent's discretion during an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created by this Agreement are released. Nothing in this Section affects the right of the Agent as secured party or any other Person on the Agent's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Agent or such other Person considers appropriate.
- (b) **Extensions of Time, etc.** The Borrower shall not be discharged by an extension of time, additional advances, renewals and extensions, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge executed and delivered by the Agent under and in accordance with Section 11(c) of this Agreement of the assignments, pledges, mortgages and security interests granted hereunder.
- (c) **Termination of this Agreement.** Upon the permanent termination of all Commitments and of any other rights of the Borrower to receive any additional credit from any of the Lenders under the Credit Agreement and the full, final and indefeasible repayment of all Secured Obligations, this Agreement shall be and become fully ended and terminated and all right, title, estate and interest in and in respect of the Collateral pledged, mortgaged, hypothecated and secured by the Borrower hereunder shall be released and all covenants and agreements of the Borrower hereunder shall be at an end and the Agent shall, upon the written request of the Borrower and at the expense of the Borrower, execute such instruments and other documents and give such notifications or assurances as may

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be necessary to fully release, cancel and discharge this Agreement in the circumstances.

- (d) **Rights and Remedies Cumulative.** The rights or remedies given to the Agent hereunder shall be cumulative of and not substituted for any rights or remedies to which any Agent may be entitled under the Credit Agreement, or any other agreement or security provided to the Agent with respect to the Secured Obligations or under statute or at law and may be exercised whether or not the Agent has pursued or is then pursuing any other such rights and remedies.
- (e) **Security in Addition.** This Agreement and the security interests granted hereunder are in addition to and not in substitution for any other security now or hereafter held by the Secured Parties in respect of the Borrower, the Secured Obligations or the Collateral.
- (f) **References to Persons.** All references to any party hereto or to any other Person herein, shall include the respective successors and assigns and any receiver, receiver-manager, interim receiver, agent or trustee of such party or Person.
- (g) **Further Assurances.** The Borrower agrees that, forthwith upon request by the Agent, from time to time at its own expense, the Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary and reasonably requested by the Agent in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.
- (h) **Time of Essence.** Time shall be of the essence of this Agreement.
- (i) **Maintenance.** The Borrower shall do, perform, execute and deliver all acts, deeds and documents, including without limitation the payment of fees and other charges, as may be necessary to maintain the Collateral, and shall notify the Agent of any material additions for the Collateral.
- (j) **Communication.** Any notice or communication to be given under this Agreement to the Borrower or to the Agent may be effectively given by delivering (whether by courier or personal delivery) the same at the address for the Borrower set out on the signature page of this Agreement or to the Agent at 40 King Street West, 26th Floor, Toronto, Ontario M5H 1H1 or by sending the same by prepaid registered mail to the Borrower or to the Agent at their respective addresses or by facsimile to the Borrower at the facsimile number set out on the signature page of this Agreement. Any notice so mailed shall be deemed to have been received on the fifth Business Day next following the mailing of such notice, provided that postal service is in normal operation during such time. Any facsimile notice shall be deemed to have been received on transmission (and receipt of confirmation of transmission) if sent by the Borrower or the Agent (as the case may be) before 5:00 p.m. Toronto time on a Business Day and, if not, on

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the next Business Day following transmission. Either the Agent or the Borrower may from time to time notify the Agent, in accordance with the provisions of this Section 11(j), of any change of its address or facsimile number which after such notification, until changed by like notice, shall be the address or facsimile number of the Borrower or the Agent (as the case may be) for all purposes of this Agreement.

- (k) **Amendments.** This Agreement may not be modified or amended except with the written consent of the Borrower and the Agent.
- (l) **No Obligation to Advance.** Nothing in this Agreement shall obligate any Secured Party to advance credit to the Borrower, or to extend the time for payment or satisfaction of any Secured Obligations.
- (m) **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (n) **Protective Advances.** Without limiting the generality of any other provision of this Agreement, if, and to the extent that, the Agent pays or discharges any mortgage, charge, lien, adverse claim or security interest claim in the Collateral or pays any claim to prior payment by any person, firm or corporation, the amount so paid shall be added to and deemed to form a part of the Secured Obligations secured hereby and shall bear interest at the highest rate of interest charged by the Agent at that time in respect of any of the Secured Obligations until payment thereof.
- (o) **Credit Agreement to Govern.** This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all the terms and conditions thereof. In the event of a conflict or inconsistency between the application of the provisions of this Agreement and the application of the provisions of the Credit Agreement, the provisions giving the Agent greater rights or remedies shall govern (to the maximum extent permitted by Applicable Law), it being understood that the purpose of this Agreement, the Credit Agreement, and any other Credit Document is to add to, and not detract from, the rights granted to the Agent under the Credit Documents; provided that, if any act or omission of the Borrower is expressly permitted under the Credit Agreement but is expressly prohibited hereunder, such act or omission shall be permitted; if any act or omission is expressly prohibited hereunder, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Borrower from such performance, such circumstance shall not constitute a conflict between the applicable provisions under this Agreement and the provisions of the Credit Agreement.

IP Security Agreement, GBI

IN WITNESS WHEREOF the undersigned has duly executed this Agreement as of the date indicated on the first page of this Agreement.

GOURMET BAKER INC., a corporation amalgamated under the *Business Corporations Act* (Ontario)

Per: 

Name: Valérie Sauth

Title: Assistant Secretary

Address: 91 Delta Park Blvd.
Unit 2, Brampton, ON L6T 5E7

Attention: Roger Dickhout

Facsimile No.: 905-458-8717

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Intellectual Property Security Agreement – Schedule A

Intellectual Property

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INTELLECTUAL PROPERTY RIGHTS**Gourmet Baker Inc.***Trade Names*

- "Best Brands" and "MultiFoods" are currently used on packaging.

Corporate Names

- Gourmet Baker Inc.

Telephone Numbers

- Telephone numbers are listed on www.gourmetbaker.com website.

Domain Names and Domain Name Registrations

- gourmetbaker.com
- gourmetbaker.ca

Website names and Worldwide Web Addresses

- www.gourmetbaker.com

*Trade-marks and Registrations and Applications for Registration of Trade-marks***Canadian Trade-marks**

Trade Mark	Owner	Status	Application No.	Registration No.
GOURMET BAKER & Design	GOURMET BAKER INC., c/o Robin Hood Multifoods Inc., 60 Columbia Way, Markham, L3R 0C9 ONTARIO	Registered	1110330	TMA599722
PASSION FOR PERFECTION	GOURMET BAKER INC.,	Registered	1104476	TMA613654

Trade Mark	Owner	Status	Application No.	Registration No.
	60 Columbia Way, Markham, L3R 0C9 ONTARIO			
AUTUMN HARVEST	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0893827	TMA572071
RASPBERRY RUSH	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0846327	TMA520091
BERRIED PLEASURE	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0829952	TMA520076
TRIPLE TREAT	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0823953	TMA516507
THE GOURMET BAKER INC. & DESIGN	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0724793	TMA438092
THE GOURMET BAKER	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0724790	TMA438091
RICHMOND BAGEL	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0658315	TMA425474
BUMBLEBERRY	Gourmet Baker Inc. 60 Columbia Way	Registered	0649564	TMA383636

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Trade Mark	Owner	Status	Application No.	Registration No.
	Markham L3R 0C9 ONTARIO			
CHAM	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0635644	TMA377242
DESSERT WAGON	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0525363	TMA312862
R DESIGN	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0509258	TMA294308
MEDALLION BRANDS	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0509134	TMA295662
THE GOURMET BAKER & DESIGN	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0483255	TMA281916
STORYBOOK COOKIES	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Registered	0475175	TMA274328
TLC & Design	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Expunged	0570558	TMA331155

United States Trademarks

Trade Mark	Owner	Status	Serial No.	Registration No.
THE GOURMET BAKER	GOURMET BAKER INC., 60 Columbia Way, Markham, ONTARIO L3R 0C9	Live	74362002	1896358
THE GOURMET BAKER	GOURMET BAKER, INC., 60 Columbia Way, Markham, ONTARIO L3R 0C9	Live	74361899	1896357
BUMBLEBERRY	GOURMET BAKER INC., 502-4190 Lougheed Hwy Burnaby, British Columbia, V5C 6A8	Live	74271460	1761579
BUMBLEBERRY	GOURMET BAKER INC., 502-4190 Lougheed Hwy Burnaby, British Columbia, V5C 6A8	Live	74068383	1673568

Registrations and Applications for Registration of Intellectual Property Which are Not in Good Standing or Not in the Name of Gourmet Baker Inc.

Canadian Trade-marks



Trade Mark	Owner	Status	Application No.	Registration No.
TLC & Design	Gourmet Baker Inc. 60 Columbia Way Markham L3R 0C9 ONTARIO	Expunged	0570558	TMA331155

Shared or Encumbered Intellectual Property:

- "MultiFoods" and "Best Brands" are presently used by the Gourmet Baker Inc. in Canada.
- "Gourmet Baker" is currently used by Best Brands Corp. in the United States.

Permissions and Licences Allowing Gourmet Baker Inc. to use the Intellectual Property of Other Persons

- Written agreements with Gourmet Baker Inc. to be entered into at closing with respect to the following marks:

Trade Mark	Owner	Application No.	Registration No.	Claims
FANTASIA DESIGN 	Multifoods Brands, Inc. (a Delaware corporation) 110 Cheshire Lane Minnetonka, Minnesota 55305-1060 United States Of America	656,365 (Filed April 25 1990)	TMA411,028 (Registered April 16 1993; Renewal April 16 2008)	Used in United States Of America in respect of wares (1) Declaration of use filed February 26 1993 in respect of wares (1)
	(1) Cookies and cakes.			
FANTASIA & DESIGN 	Multifoods Brands, Inc. (a Delaware corporation) 110 Cheshire Lane Minnetonka, Minnesota 55305-1060 United States Of America	680,405 (Filed April 22 1991)	TMA420,220 (Registered December 3 1993; Renewal December 3 2008)	Used in Canada since January 21 1991 in respect of wares (1)
	(1) Cakes and cookies.			

Permissions and Licenses Allowing Other Persons to use the Intellectual Property of Gourmet Baker Inc.

- Grant Back Technology License Agreement dated February 18, 2006 between IMCB Corp., Gourmet Baker Inc. and 980964 Ontario Limited, as licensor, and International Multifoods Corporation, as licensee.

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