

FORM PTO 1594
(Rev. 6-93)

RECORDATION COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Multifoods Brands, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: U.S. Bank National Association
Internal Address: _____
Street Address: 800 Nicollet Avenue
City: Minneapolis State: MN ZIP: 55402-7020

Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 8, 2003

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

A. Trademark Application No.(s)
See Schedule A attached

B. Trademark Registration No.(s)
See Schedule A attached

Additional numbers attached? Yes No

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

Name: Elizabeth C. Buckingham
 Internal Address: Dorsey & Whitney LLP
Intellectual Property Department

 Street Address: Suite 1500, 50 South Sixth Street

 City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 125

7. Total fee (37 CFR 3.41)..... \$3,140.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420

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

DO NOT USE THIS SPACE

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

Elizabeth C. Buckingham Elizabeth C. Buckingham October 14, 2003
 Name of person Signing Signature Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
PO Box 1450
Alexandria, Virginia 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

CH \$3140.00 041420 78196677

MBI SCHEDULE A

Trademark Registrations

MARK	REGISTRATION NO.
BAKERS HEAVEN	1,827,617
BALLARD	0,851,547
BALLARD	595,284
BIG JO and Design	232,924
BIXMIX (Stylized)	0,757,473
BURRUS LIGHT CRUST & Design	0,762,831
CABIN HOME	0,792,343
CHOCOLATE MANIA	1,966,620
CHOCOVIVA!	1,893,708
CINDERELLA	61,906
CONFETTI FUNFETTI	2,670,442
CORNERSTONE	1,833,439
CREAMY SUPREME	1,919,083
DANIEL WEBSTER and Design	225,824
DESIGN (Archer Head I)	0,777,509
DESIGN (Archer Head II)	1,020,031
DESIGN (Cow's Head)	0,200,923
DESIGN (Martha White)	0,883,866
DESIGN (SYRUP BOTTLE)	2,345,771
DOÑA LAPIÑA & Design	1,890,052
DOUBLE LINED M Design	2,341,248
DUTCH TREAT	1,798,839
FARMHOUSE	1,855,320
FIT FOR A PRINCE	61,905
FLAPSTAX (Stylized)	0,793,750
FUN CELEBRATIONS MADE EASY	2,525,284
FUNFETTI	2,629,396
FUNFETTI	2,200,591
FUNFETTI	1,593,288
FUNFETTI CAKE MIX	1,593,289
FUNFISH FUNFETTI	2,670,443
GLADIOLA	1,469,282
GLADIOLA & Design	0,825,031
GOLDRIM and Design	246,587
GOLDRIM and Design	248,604
GOOD 'N MOIST	1,550,390

MARK	REGISTRATION NO.
GOODNESS GRACIOUS, IT'S GOOD	0,879,581
HAY MARKET	0,876,687
HENKEL'S	224,211
HI-DEMAND	1,486,369
HIGH-M	1,828,455
HOT RIZE (Stylized)	0,634,147
HUNGRY JACK	0,807,335
HUNGRY JACK	1,673,056
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IM Design	1,051,674
JAMCO	1,159,339
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JIM DANDY & Design	1,198,172
KEYNOTE and (Shield Design)	134,431
LA PINA	0,330,485
LIGHT CRUST	0,502,439
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LIGHT CRUST & Design (Woman)	0,615,415
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MARTHA WHITE	0,884,253
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MARTHA WHITE & Design (Woman with Pie 1)	1,587,017
MARTHA WHITE & Design (Woman with Pie 2)	1,587,016
MARTHA WHITE & Design (Young Girl)	1,648,967
MARTHA WHITE COTTON PICKIN' (Stylized)	0,838,893
MARTHA WHITE'S CEE-LECT & Design	0,634,918
MOIST SUPREME	1,910,878
MOTHER'S BEST	0,798,613
MOTHER'S BEST	0,697,877
MOTHER'S BEST (Stylized)	0,678,544
MULTIFOODS	958,641
MULTIFOODS and Design	1,822,991
MULTIFOODS BAKERY PRODUCTS SINCE 1892 and Design	1,872,643
MULTIFOODS DISTRIBUTION and Design	2,477,150
NORSEMAN	1,783,558
OMEGA & Design	0,856,147

MARK	REGISTRATION NO.
PET	0,728,611
PET (Stylized II)	0,088,285
PET COOLIE	2,681,160
RADIANCE ROSE	843,388
RED BAND	1,457,655
RED BAND & Design	0,230,032
ROBIN HOOD	0,132,001
ROBIN HOOD	1,250,616
ROBIN HOOD (Stylized)	1,250,615
ROBIN HOOD and Design (Head Design)	0,680,113
SEAL OF MINNESOTA	611,828
SEGO	0,854,748
SEGO & Design	084,441
SHIP DESIGN	1,317,247
SHOP PRIDE	1,113,721
SNOWDRIFT	0,136,636
SNOWDRIFT & Design	67,061
SOFTASILK (Stylized)	0,208,874
SPUDFLAKES OLD FASHIONED GOOD NEW FANGLED EASY & Design	0,828,935
STAR D'LIGHTS	2,134,556
STAR-DEMAND	1,551,168
THE PERFORMANCE BEHIND THE PROMISE	1,834,831
ULTRA WHITE	1,087,129
ULTRA-RISE	2,043,231
VELVET	1,098,932

Trademark Applications

MARK	APPLICATION NO.
"COTTON PICKIN' CORNBREAD"	78/196,677
CORNBREAD CREATIONS	78/200,847
CREAMY SUPREME	78/211,376
EASY MASH'D	78/182,185
EXTREME FUDGE	78/205,945
EXTREME FUDGE CHUNK	78/215,263
FOR THE HUNGRY JACK IN YOUR HOUSE	78/241,312
FOR THE HUNGRY JACK IN YOUR HOUSE	78/241,315
FUNFETTI	78/211,286

FARMHOUSE & Design	76/003,115
GOODNESS GRACIOUS, IT'S GOOD!	78/188,096
HEARTY BAKED	78/193,487
MAKE IT DELICIOUS. MAKE IT FARMHOUSE	75/652,832
MARTHA WHITE	78/197,628
MARTHA WHITE, A SOUTHERN FAMILY TRADITION	78/188,102
MOIST SUPREME	78/211,348
MULTIFOODS AND DESIGN (NEW LOGO)	78/266,038
MULTIFOODS MAGIC	78/244,001
SNACKBATCH	78/201,617
STARS & STRIPES	76/421,510
STARS & STRIPES	76/368,208
THE DIARY GOODNESS PEOPLE	78/178,112
TREAT TOPPERS	78/200,837
TUNNEL OF FUDGE	78/231,673
TUNNEL OF LEMON	78/231,676
WHO IS YOUR HUNGRY JACK?	78/197,451

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AMENDED AND RESTATED GRANT OF SECURITY
INTEREST IN TRADEMARK RIGHTS

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 8, 2003 is made by INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation (the "U.S. Borrower") and the U.S. Subsidiary Guarantors which are signatories hereto, in favor of U.S. BANK NATIONAL ASSOCIATION, as U.S. collateral agent (in such capacity, the "U.S. Collateral Agent") for the Secured Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, both of which are defined below.

W I T N E S S E T H :

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of August 8, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the U.S. Borrower, Robin Hood Multifoods Inc., a corporation organized under the laws of the Province of Ontario and a Subsidiary of the U.S. Borrower (the "Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers"), the banks and other financial institutions from time to time parties thereto (the "Lenders"), The Bank of Nova Scotia, as Canadian Funding Agent (in such capacity, the "Canadian Funding Agent"), U.S. Bank National Association, as administrative agent for the U.S. Lenders (in such capacity, the "U.S. Administrative Agent") and as administrative agent for the Canadian Lenders (in such capacity, the "Canadian Administrative Agent"), and certain other parties, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and the Subsidiary Guarantors have executed and delivered the Amended and Restated U.S. Guarantee and Collateral Agreement, dated as of August 8, 2003, made by each of the signatories thereto in favor of the U.S. Collateral Agent, the U.S. Administrative Agent and the Canadian Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "U.S. Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the U.S. Guarantee and Collateral Agreement, the U.S. Borrower and the U.S. Subsidiary Guarantors pledged and granted to the U.S. Collateral Agent for the benefit of the U.S. Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including certain Trademarks and Trademark Licenses; and

WHEREAS, the U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto agree, for the benefit of the U.S. Collateral Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the U.S. Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto hereby pledge and grant a continuing security interest in the Trademarks and Trademark Licenses (excluding Restricted Intellectual Property, but otherwise including, without limitation, those items listed on Schedules A, B and D hereto), to the U.S. Collateral Agent for the benefit of the U.S. Collateral Agent and the Lenders to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the U.S. Collateral Agent in connection with the U.S. Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The U.S. Guarantee and Collateral Agreement (and all rights and remedies of the U.S. Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto do hereby further acknowledge and affirm that the rights and remedies of the U.S. Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Credit Agreement and the U.S. Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Existing Grant of Security Interest. This Agreement amends and restates in its entirety the Grant of Security Interest in Trademark Rights, dated as of November 13, 2001 (the "Existing Multifoods Grant of Security Interest"), made by the U.S. Borrower and the other signatories thereto in favor of Canadian Imperial Bank of Commerce, as collateral agent (the "Retiring Collateral Agent") and the Grant of Security Interest in Trademark Rights, dated as of March 2, 2003 (the "Existing Brands Grant of Security Interest" and together with the Existing Multifoods Grant of Security Interest, the "Existing Grants of Security Interests"), made by Multifoods Brands, Inc. in favor of the Retiring Collateral Agent, for which Existing Grants of Security Interests the Retiring Collateral Agent has resigned as collateral agent and the Lenders have appointed the U.S. Collateral Agent as the successor collateral agent pursuant to the Credit Agreement, provided that the obligations of the U.S. Borrower and the U.S. Subsidiary Guarantors which are signatories hereto under the Existing Multifoods Grant of Security Interest and the obligations of Multifoods Brands, Inc. under the Existing Brands Grant of Security Interest shall continue under this Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

INTERNATIONAL MULTIFOODS CORPORATION

By: Gregory J. Keup
Name: Gregory J. Keup
Title: Vice President and Treasurer

FANTASIA CONFECTIONS, INC.

By: Gregory J. Keup
Name: Gregory J. Keup
Title: Treasurer

MULTIFOODS BRANDS, INC.

By: Gregory J. Keup
Name: Gregory J. Keup
Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION
as U.S. Collateral Agent for the Secured Parties

By: David Draxler
Name: David Draxler
Title: Vice President

ACKNOWLEDGED:

WINDMILL HOLDINGS CORP.

By: Gregory J. Keup
Name: Gregory J. Keup
Title: Treasurer

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On the 17th day of August 2003, before me personally came Gregory J. Keup, who is personally known to me to be the Vice President and Treasurer of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President and Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



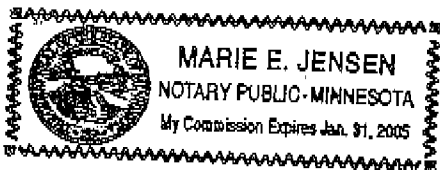
Marie E. Jensen

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On the 7th day of November 2001, before me personally came Gregory J. Keup, who is personally known to me to be the Treasurer of FANTASIA CONFECTIONS, INC., a California corporation and a Subsidiary of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Treasurer in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.



Marie E. Jensen

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On the 4th day of August 2003, before me personally came Gregory J. Keup, who is personally known to me to be the Treasurer of MULTIFOODS BRANDS, INC., a Delaware corporation and a Subsidiary of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Treasurer in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.



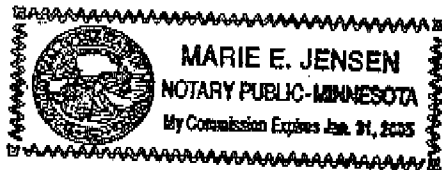
Marie E. Jensen

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On the 17th day of August, 2003, before me personally came David Draxler, who is personally known to me to be the Vice President of U.S. BANK NATIONAL ASSOCIATION; who, being duly sworn, did depose and say that she/he is the Vice President in such bank, the bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.



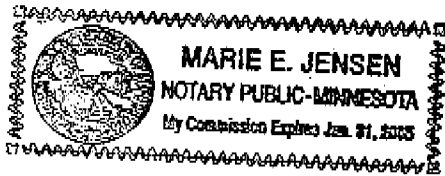
Marie E. Jensen

Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On the 7th day of August 2003, before me personally came Gregory J. Keup, who is personally known to me to be the Treasurer of WINDMILL HOLDINGS CORP., a California corporation and a Subsidiary of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Treasurer in such Subsidiary, the Subsidiary described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by such Subsidiary; and that she/he acknowledged said instrument to be the free act and deed of said Subsidiary.



Marie E. Jensen

Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications Owned by
International Multifoods Corporation and U.S. Subsidiaries****ABBREVIATIONS**

MBI	Multifoods Brands, Inc. (IMC sub.)
FCI	Fantasia Confections, Inc. (IMC sub.)
IMC	International Multifoods Corporation

OWNED U.S. TRADEMARKS

TITLE	STATUS	REG. NO./ APP. NO.	OWNER/ ASSIGNEE
"COTTON PICKIN' CORNBREAD"	Pending	78/196,677	MBI
BAKERS HEAVEN	Registered	1,827,617	MBI
BALLARD	Registered	0,851,547	MBI
BALLARD	Registered	595,284	MBI
BICK'S AND PICKLE DESIGN	Registered	992,639	IMC
BIG JO and Design	Registered	232,924	MBI
BIXMIX (Stylized)	Registered	0,757,473	MBI
BURRUS LIGHT CRUST & Design	Registered	0,762,831	MBI
CABIN HOME	Registered	0,792,343	MBI
CHOCOLATE MANIA	Registered	1,966,620	MBI
CHOCOVIVA!	Registered	1,893,708	MBI
CINDERELLA	Registered	61,906	MBI
CONFETTI FUNFETTI	Registered	2,670,442	MBI
CORNBREAD CREATIONS	Pending	78/200,847	MBI
CORNERSTONE	Registered	1,833,439	MBI
CREAMY SUPREME	Pending	78/211,376	MBI
CREAMY SUPREME	Registered	1,919,083	MBI
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EXTREME FUDGE	Pending	78/205,945	MBI
EXTREME FUDGE CHUNK	Pending	78/215,263	MBI
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FLAPSTAX (Stylized)	Registered	0,793,750	MBI
FOR THE HUNGRY JACK IN YOUR HOUSE	Pending	78/241,312	MBI
FOR THE HUNGRY JACK IN YOUR HOUSE	Pending	78/241,315	MBI
FUN CELEBRATIONS MADE EASY	Registered	2,525,284	MBI
FUNFETTI	Pending	78/211,286	MBI
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GLADIOLA & Design	Registered	0,825,031	MBI
GOLDEN TEMPLE and Design	Registered	1,297,895	IMC
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and Design			
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SEAL OF MINNESOTA	Registered	611,828	MBI
SEGO	Registered	0,854,748	MBI
SEGO & Design	Registered	084,441	MBI
SHIP DESIGN	Registered	1,317,247	MBI
SHOP PRIDE	Registered	1,113,721	MBI
SNACKBATCH	Pending	78/201,617	MBI
SNOWDRIFT	Registered	0,136,636	MBI
SNOWDRIFT & Design	Registered	67,061	MBI
SOFTASILK (Stylized)	Registered	0,208,874	MBI
SPUDFLAKES OLD FASHIONED GOOD NEW FANGLED EASY & Design	Registered	0,828,935	MBI
STAR D'LIGHTS	Registered	2,134,556	MBI
STAR-DEMAND	Registered	1,551,168	MBI
STARS & STRIPES	Pending	76/421,510	MBI
STARS & STRIPES	Pending	76/368,208	MBI
THE DIARY GOODNESS PEOPLE	Pending	78/178,112	MBI
THE PERFORMANCE BEHIND THE PROMISE	Registered	1,834,831	MBI
THE TASTE OF ELEGANCE	Registered	1,441,375	FCI
TREAT TOPPERS	Pending	78/200,837	MBI
TUNNEL OF FUDGE	Pending	78/231,673	MBI
TUNNEL OF LEMON	Pending	78/231,676	MBI
ULTRA WHITE	Registered	1,087,129	MBI
ULTRA-RISE	Registered	2,043,231	MBI
VELVET	Registered	1,098,932	MBI

WHO IS YOUR HUNGRY JACK?	Pending	78/197,451	MBI
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SCHEDULE B**RETAIL AND FOOD SERVICE TRADEMARK LICENSES****1. SUMMARY:**

- The Pillsbury Company, a Delaware corporation having a principal place of business at Number One General Mills Boulevard, Minneapolis, Minnesota 55426 ("TPC") and International Multifoods Corporation ("IMC") have executed a Retail Trademark License Agreement dated November 13, 2001 (as it may be amended from time to time, the "Retail Trademark License Agreement") wherein, among other things, TPC granted an exclusive license to IMC to use the trademarks identified below and on the attached Schedule C as well as related trade dress (the "Licensed Trademarks") in connection with certain product categories of the type generally identified below (the "Product Categories") in the territory generally identified below (the "Territory") in the retail channels of distribution generally identified below (the "Retail Channels Of Distribution").
- TPC and IMC have executed a Foodservice Trademark License Agreement dated November 13, 2001 (as it may be amended from time to time, the "Foodservice Trademark License Agreement") wherein, among other things, TPC granted an exclusive license to IMC to use the Licensed Trademarks in connection with the Product Categories in the Territory in the foodservice channels of distribution generally identified below (the "Foodservice Channels Of Distribution").
- The Retail Trademark License Agreement and the Foodservice Trademark License Agreement were contributed by IMC to Multifoods Brands, Inc. by a Contribution Agreement dated as of March 2, 2003.

2. MARKS:

- PILLSBURY (including the Barrelhead logo reproduced below and the PILLSBURY marks and logos identified on Schedule C).

[LOGO]

- The word DOUGHBOY, the Doughboy character, the Doughboy marks identified on Schedule C, and the Doughboy "giggle" (the "DOUGHBOY MARKS").

3. PRODUCT CATEGORIES

- The general kind and type of food products and baking accessories customarily sold in shelf-stable baking categories of retail supermarkets as of the date of the Retail Trademark License Agreement and the date of the Foodservice Trademark License Agreement.

4. RETAIL CHANNELS OF DISTRIBUTION

– Exclusive rights for sale to customers reselling (directly or indirectly) to consumers through all types of retail stores, and including Internet sales.

– All foodservice channels excluded.

5. FOODSERVICE CHANNELS OF DISTRIBUTION

– Exclusive rights for foodservice channels, but only for non-custom dry mixes in packages of 7 pounds or less, and non-custom frosting in packages of 11 pounds or less.

– All other foodservice and other channels are excluded.

6. TERRITORY The United States of America, including its territories, possessions, commonwealths (including Puerto Rico), trusteeships, and retail outlets in non-domestic United States government installations and facilities, along with non-exclusive rights with respect to certain stores in Mexico and Canada.

7. TERM

– The initial term of the Retail Trademark License Agreement is twenty years, and it is renewable indefinitely by the U.S. Borrower for additional twenty year terms.

– The term of the Foodservice Trademark License Agreement is seven years, and it is not renewable.

SCHEDULE C

U.S. Trademarks Licensed to Multifoods Brands, Inc.

Trademark	Registration Status	Country	Reg/Int No.	Reg/Int Date	Goods
PILLSBURY	Registered	US	698,691	31-May-60	Wheat flour; refrigerated doughs for the making of biscuits, rolls, cookies and the like; prepared mixtures for the making of cakes, cookies, brownies, gingerbread, pie crust, rolls, frosting, pancakes, waffles and the like
PILLSBURY (stylized)	Registered	US	45,179	8-Aug-05	Flour made from wheat
PILLSBURY (design)	Registered	US	1,308,199	4-Dec-84	Dried beans, dried peas, processed lentils, rice and pearl barley, and unpopped popcorn
PILLSBURY (design)	Registered	US	1,045,679	10-Aug-76	Packaged mixes for potatoes; fortified and flavored instant food beverage; refrigerated dough products, namely fresh dough, biscuits, sweet rolls, cornbread, cookies and turnover pies; packaged mixes for preparing cake, frosting, pancakes, waffles, pie crust, coffee cake, gingerbread, cupcakes, brownies, breads, rolls and gravy
PILLSBURY (design)	Registered	US	1,333,501	30-Apr-85	Flour and flour-based mixes made from cereal grains or blends thereof
PILLSBURY and Dotted Swiss (design)	Registered	US	1,663,023	29-Oct-91	Complete line of dessert mixes, namely cake mix, quick bread mix, brownie mix, hot rolls mix, pie crust mix and canned frosting
PILLSBURY'S	Registered	US	382,934	19-Nov-40	Flour made from wheat
PILLSBURY'S	Registered	US	441,193	2-Nov-48	Wheat flours, namely enriched phosphated flour and enriched-self-rising flour

TRADEMARK

REEL: 002732 FRAME: 0019

Trademark	Status	Class	Reg. No.	Reg. Date	Goods
PILLSBURY'S (stylized)	Registered	US	563,259	26-Aug-52	Wheat flour, farina, rye flour, prepared mixtures of flour with other ingredients for the making of cakes and other leavened and unleavened baked goods
PILLSBURY'S (and design)	Registered	US	45,182	8-Aug-05	Flour made from wheat
PILLSBURY'S BEST (and design)	Registered	US	45,180	8-Aug-05	Flour made from wheat
PILLSBURY BEST (wheat design)	Registered	US	1,818,089	25-Jan-94	Flour
PILLSBURY'S BEST (stylized)	Registered	US	552,213	18-Dec-51	Wheat flour
PILLSBURY'S BEST XXXX (and design)	Registered	US	382,933	19-Nov-40	Flour made from wheat
PILLSBURY'S BEST XXXX (stylized)	Registered	US	551,940	11-Dec-51	Wheat flour
PILLSBURY'S BEST XXXX FLOUR	Registered	US	385,055	11-Feb-41	Flour made from wheat, self-rising flour
PILLSBURY'S REY DEL NORTE (and design)	Registered	US	216,568	17-Aug-26	Flour made from wheat
DOUGHBOY	Published	US	78/018,403	26-Jul-00	Baking mix for cake
DOUGHBOY (design - pos.1)	Registered	US	1,669,633	24-Dec-91	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting
DOUGHBOY (design - pos.1)	Registered	US	1,830,866	12-Apr-94	Ready-to-eat bakery goods
DOUGHBOY (design - pos.2)	Registered	US	1,671,946	14-Jan-92	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting

Trademark	Status	Class	Reg. No.	Reg. Date	Description
DOUGHBOY (design - pos.4)	Registered	US	1,671,945	14-Jan-92	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting
DOUGHBOY (design - pos.5)	Registered	US	1,671,944	14-Jan-92	Dry mixes, namely cake mix, brownie mix, gingerbread mix, pie crust mix, hot roll mix, quick bread mix and canned frosting
DOUGHBOY (design - pos.7)	Registered	US	1,073,723	20-Sep-77	Wheat flour, mixes for preparing sweet bread, pie crust, cakes, frosting, gingerbread and coffee cake
DOUGHBOY (design - pos.14)	Registered	US	2,404,844	14-Nov-00	Dry baking mixes and refrigerated dough
DOUGHBOY POINTS	Published	US	75/887,236	4-Jan-00	Pastries, namely, frozen pastries, frozen breakfast pastries, pastry filled with eggs and mean and/or cheese, puff pastry with fruit and other flavor fillings, pastry products with fruit fillings; waffles, namely, frozen waffles; mixes for making bakery goods, namely, flour-based mixes for making bakery goods, cake mixes, brownie mixes, gingerbread mixes, hot roll and quick bread mixes; pies, namely, pie crusts; frostings, namely prepared frostings; bakery goods and frozen confections; dough, namely refrigerated and frozen dough; bread, buns and rolls
DOUGHBOY DIPPERS	Application	US	78/012/693	14-Jun-00	Food products

For the avoidance of doubt, the parties acknowledge that some of the above registrations also cover some goods that are NOT included in the definition of PRODUCTS, and nothing in this Schedule C shall be interpreted to modify or broaden the definition of PRODUCTS or the scope of the license granted in this AGREEMENT.

SCHEDULE D**ADDITIONAL TRADEMARK LICENSES**

AGREEMENT	GRANTOR
Trademark License Agreement by and between Red Star Years and Products, a division of Universal Foods Corporation and The Pillsbury Company entered into May 1, 2000.	IMC