

Form PTO-1594  
1-31-92

U.S. Department of Commerce  
Patent and Trademark Office

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**RECORDATION FORM COVER SHEET**  
**TRADEMARKS ONLY**

Our Ref.: FPP-4859-11

**Mail Stop Assignment Recordation Services**  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**VIA FACSIMILE ONLY: 571-273-0140**

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Edgemount Management Solutions Inc.

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State: Canada  
 Other: \_\_\_\_\_

3. Nature of conveyance:

Assignment                               Merger  
 Security Assignment               Change of Name  
 Other: \_\_\_\_\_

Execution Date: \_\_\_\_\_ 6/10/2005

2. Name and address of receiving party(ies):  
Name: Dr. Lloyd Ashwin, a U.S. citizen, and/or  
Trillium Investments Corporation, a  
corporation of the Republic of Marshall  
Islands of 200 Broadhollow Rd., Melville,  
New York 11747

Internal Address: \_\_\_\_\_  
Street Address: 200 Broadhollow Rd.

City: Melville  
State/Country: New York  
Zip: 11747

Individual(s) citizenship USA  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State The Republic of  
Marshall Islands  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
representative designation is attached:  Yes  No

Designations must be a separate document from Assignment)  
Additional name/s & address/es attached  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
(1) _____	(1) 3116185                      (4) 3210340
(2) _____	(2) 3070514                      (5) 3120138
(3) _____	(3) 3191845                      (6) 3254741

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence  
concerning document should be mailed:  
Name: Frank P. Presta  
Internal Address: \_\_\_\_\_  
Street Address: Nixon & Vanderhve P.C.  
901 North Glebe Road  
11th Floor  
City Arlington State: VA Zip: 22203

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 165.00  
 Enclosed  
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any  
deficiency, or credit any overpayment, in the fee(s) filed, or  
asserted to be filed, or which should have been filed herewith  
(or with any paper thereafter filed in this application by this  
firm) to our **Account No. 14-1140.**

**DO NOT USE THIS SPACE**

9. Statements 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.

\_\_\_\_\_  
Name of Person Signing

*Frank P. Presta*  
Signature

\_\_\_\_\_  
Date

March 4, 2008

CH \$165.00 141140 3116185

MEMORANDUM OF AGREEMENT ENTERED INTO IN NEW YORK, STATE OF  
NEW YORK, THIS 10<sup>TH</sup> DAY OF JUNE 2005.

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BETWEEN:

**DR. LLOYD ASHWIN AND/OR TRILLIUM INVESTMENTS CORPORATION**, incorporated under the laws of The Republic of Marshall Islands having its American office at 200 Broadhollow Rd., Melville, New York 11747.

(Hereinafter referred to as "**the Group**")

AND:

**DENISE BRUMBY**, executive of Toronto, Ontario Canada residing at 2 Edgemont Court, Richmond Hill, Ontario L4S 2H8 and **EDGEMOUNT MANAGEMENT SOLUTIONS INC** located at the above address.

(Hereinafter referred to as "**the Borrower**")

Party of the Second Part

Whereas **the Borrower** wishes to borrow from **the Group** the sum of Three Hundred Thousand dollars (\$300,000) in currency of the United States of America in order to pay off debts owed by D&B Specialty Foods Inc., a Ontario Corporation and D&B Specialty Foods USA Inc., a Delaware Corporation.

Whereas **the Group** has agreed to loan **the Borrower** the said sum of money under the terms and conditions as hereinafter set forth.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. **PREAMBLE**

1.01 The Preamble shall form part of the present agreement as if hereinafter set forth at length.

2. **THE LOAN**

2.01 **The Group** undertakes and agrees to loan to **the Borrower** the sum of Three Hundred Thousand Dollars (\$300,000.) in funds of the United States of America (**the "Loan"**) at the time of execution hereof.

3. **TERM**

TRADEMARK

REEL: 003731 FRAME: 0389

3.01 The **Loan** shall be re-payable by **the Borrower to the Group** at its New York office within a delay of (2.0) years hereof without demand or formality.

3.02 **The Borrower** at its expense shall have its attorneys place a UCC in **The Groups'** name and have its attorneys forward a copy of the UCC Financial Statements as the secured party for the Intellectual Properties hereinafter stated in Appendix "A".

#### 4. INTEREST

4.01 **The loan** or any part thereof shall bear interest at the rate of prime plus five percent (5%) per annum on the outstanding and/or declining balance, payable on the anniversary date of the execution hereof.

#### 5. BINDING EFFECT

5.01 THE present Agreement shall be binding upon the Parties hereto, their respective heirs, successors, administrators and assigns. However, in the event **The Borrower** wishes to assign the Intellectual Properties to a third party it may do so upon permission of **The Group**. The loan from **The Group** will still be binding to **The Borrower** for the principle and interest and any royalties derived from the Intellectual Properties shall be paid to **The Group** as a loan reduction.

#### 6. EFFECTIVE DATE

6.01 THE present Agreement shall be effective upon the date of execution hereof.

#### 7. ENTIRE AGREEMENT

7.01 THE present Agreement cancels annuls and supersedes any and all previous agreements heretofore made by the Parties and constitutes the sole Agreement between them.

7.02 IF at any time during the continuance of this Agreement, the Parties hereto deem it necessary or expedient to make any alterations in or additions to this Agreement, they may do so by a written agreement which shall be supplementary hereto and form part hereof.

#### 8. PARAGRAPH HEADINGS

8.01 THE paragraph headings used in the Agreement are for convenience of reference only and shall in no way define or limit the scope or content of this Agreement and shall not be considered in any way as part of the construction or interpretation of this Agreement.

**9. THE BORROWER**

9.01 Denise Brumby and Edgemount Management Solutions Inc. agrees to the terms and conditions stated herein by signing their acceptance of this Agreement

**9. APPLICABLE LAW**

9.01 THE present Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.

**Trillium Investments Incorporation**

manjiv watan  
Witness

Per: [Signature]  
Dr. Lloyd Ashwin

[Signature]  
Dr. Lloyd Ashwin

**Edgemount Management Solutions Inc.**

[Signature]  
Witness

[Signature]  
Denise Brumby

**APPENDIX "A"**

**SECURITY OF  
INTELLECTUAL PROPERTIES  
IN THE UNITED STATES OF AMERICA  
PATENT AND TRADEMARK OFFICE  
REVISED**

Chef 5 Minute Meals:	Reg. No 3,116,185
Perfect Choice	Reg. No 3,070,514
Chef 2 Minute Meal	Reg. No 3,191,845
Cater-Pak	Serial. No 78-677467
Choco-la-burst	Reg. No 3,210,340
Uncle Baryl's Pickles	Reg. No 3,120,138
Tidy-Up	Reg. No 3,254,741

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Attn: Assignment Branch

In re Trademark Registrations of

Trillium Investments Corporation

Atty. Ref.: FPP-4859-11

Trademark Registrations Nos.:

3116185 (CHEF 5 MINUTE MEALS)  
3070514 (PERFECT CHOICE)  
3191845 (CHEF 2 MINUTE MEAL)  
3210340 (CHOCO-LA-BURST)  
3120138 (UNCLE BARYL'S PICKLES)  
3254741 (TIDY-UP)

March 4, 2008

Commissioner for Trademarks  
P.O. Box 1451  
Alexandria, VA 22313-1451

Sir:

**DESIGNATION OF DOMESTIC REPRESENTATIVE**


Nixon & Vanderhye P.C., whose postal address is 901 North Glebe Road, 11th Floor, Arlington, Virginia 22203-1808, and Larry S. Nixon, Robert A. Vanderhye, Arthur R. Crawford, James T. Hosmer, Robert W. Faris, Robert W. Adams, Mark E. Nusbaum, Michael J. Keenan, Bryan H. Davidson, Stanley C. Spooner, Robert A. Rowan, Leonard C. Mitchard, Duane M. Byers, Jeffry H. Nelson, Donna J. Bunton, John R. Lastova, H. Warren Burnam, Jr., Mary J. Wilson, Alan M. Kagen, Michael E. Crawford, Robert A. Molan, B. J. Sadoff, Updeep S. Gill, Jonathon T. Reavill, Michael J. Shea, Sheryl L. DeLuca, Michelle N. Lester, Frank P. Presta, Joseph S. Presta, Joseph A. Rhoa, Raymond Y. Mah, Chris Comuntzis, Gary R. Tanigawa, Paul T. Bowen, Willem F. Gadiano, Sheri L. Gordon, Gordon P. Klancnik, Bernard P. Tomsa, John P. Darling,

**Security Agreement Assignment  
Trillium Investments Corporation**

Hyung N. Sohn, Leonidas Boutsikaris and Jonathan A. Roberts are designated as Trillium Investments Corporation's representatives on whom notices or processes in proceedings affecting the above-identified mark may be served.

Respectfully submitted,

**TRILLIUM INVESTMENTS CORPORATION**

By:   
Frank P. Presta  
Attorney for Applicant

FPP:cgp  
901 North Glebe Road, 11th Floor  
Arlington, VA 22203-1808  
Telephone: (703) 816-4000  
Facsimile: (703) 816-4100