FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

02-16-2000

101268911

1-28-00

: SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [ ] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [X] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger — Effective Date Month Day Year
- [ ] Change of Name
- [X] Other: See attached

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Luigino's, Inc.

Execution Date Month Day Year: 11/3/93

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [X] Corporation
- [ ] Association
- [ ] Other
- [X] Citizenship/State of Incorporation/Organization: Minnesota

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: First Bank National Association

DBA/AKA/TA: n/k/a U.S. Bank National Association

Composed of:

Address (line 1): U.S. Bank Place

Address (line 2): 601 Second Avenue South

Address (line 3): Minneapolis (City) MN/U.S.A. (State/Country) 55402 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [X] Other: National Banking Association
- [ ] Citizenship/State of Incorporation/Organization

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

02/16/2000 DNGUYEN 00000040 1696141

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (612) 338-0115

Name: Beth A. Schwartz

Address (line 1): Fabyanske, Westra & Hart, P.A.

Address (line 2): 920 Second Avenue South, Suite 1100

Address (line 3): Minneapolis, MN 55402

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 19

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,696,141		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes [X] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Beth A. Schwartz	Beth A. Schwartz	11/7/00
Name of Person Signing	Signature	Date Signed

1. **Definitions.** As used herein, the following terms shall have the meaning set forth:

"Bank" shall have the meaning set forth in the preamble hereto.

"Grantor" shall have the meaning set forth in the preamble hereto.

"Loan Agreement" shall have the meaning set forth in the Recitals hereto.

"Other Assets" shall have the meaning set forth in the Recitals hereto.

"Patents" shall have the meaning set forth in Section 2.

"Trademarks" shall have the meaning set forth in Section 2.

Other terms defined herein shall have the meaning ascribed to them herein. All capitalized terms used herein not specifically defined herein shall have the meaning ascribed to them in the Loan Agreement.

2. **Grant of Security Interest.** As security for the prompt and complete payment and performance of all Obligations, the Grantor hereby mortgages, pledges and grants to the Bank a security interest in all of the Grantor's right, title and interest in, to and under the following:

(a) Any now existing or hereafter acquired patent applications and patents including, without limitation, those presently existing patent applications and patents listed in Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to any of the foregoing throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, called the "Patents"); and

(b) Any now existing or hereafter acquired or arising trademarks, trade names, service marks, and trade mark and service mark applications including, without limitation, those presently existing trademarks, trade names, service marks and trademark and service mark applications listed in Schedule B hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all

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rights corresponding to any of the foregoing throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

3. **Representations, Warranties and Covenants.** The Grantor represents, warrants and covenants that:

(a) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of the Grantor's knowledge, each of the Patents and Trademarks is valid and enforceable and Grantor has notified the Bank in writing of all prior art (including public uses and sales) of which it is aware;

(c) The Grantor is the sole and exclusive owner of the entire and unencumbered right title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses, shop rights and covenants by the Grantor not to sue third persons;

(d) The Grantor has the unqualified right to enter into this Agreement and perform its terms;

(e) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by the Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by the Grantor, or (ii) for the perfection of or the exercise by the Bank of its rights and remedies hereunder except for the filing of this Agreement in the United States Patent and Trademark Office and the filing of UCC-1 Financing Statements in the appropriate filing offices;

(f) This Agreement is the legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms;

(g) No claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

(h) The Grantor has used, and will continue to use for the duration of this Agreement, standards of quality in its manufacture of products sold under the Trademarks no less consistent than those in effect on the date of this Agreement and, in any event, such standards as may be necessary to preserve the Trademarks;

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(i) The Grantor will perform all acts and execute all documents including, without limitation, grants of Security Interest in form suitable for filing with the United States Patent and Trademark reasonably requested by the Bank at any time to evidence, perfect, maintain, record and enforce the Bank's interest in the Patents and Trademarks or otherwise in furtherance of the provisions of this Agreement;

(j) Except to the extent that the Bank shall consent in writing, the Grantor (either itself or through licensees) will, unless the Grantor shall reasonably determine that a Trademark (or the use of a Trademark in connection with a particular class of goods or products) is not of material economic value to the Grantor, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each Trademark, (iii) employ each Trademark with the appropriate notice of application or registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark, (v) not use any Trademark except for the uses for which registration or application for registration of such Trademark has been made unless such use is otherwise lawful, and (vi) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated;

(k) Except to the extent that the Bank shall consent in writing, the Grantor will not, unless the Grantor shall reasonably determine that a Patent is not of material economic value to the Grantor, do any act, or not to do any act, whereby any Patent may become abandoned or dedicated;

(l) The Grantor shall notify the Bank immediately if it knows, or has reason to know, of any reason that any application or registration relating to any Patent and Trademark may become abandoned or dedicated or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Grantor's ownership of any Patent or Trademark, its right to register the same, or to keep and maintain the same;

(m) In no event shall the Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office or any

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similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Bank, and, upon request of the Bank, executes and delivers any and all agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's security interest in such Patent or Trademark and the goodwill and general intangibles of the Grantor relating thereto or represented thereby, and the Grantor hereby constitutes the Bank its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full;

(n) The Grantor will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof where the Grantor has elected to apply for or obtain a Patent or Trademark, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Patents and Trademarks including, without limitation, filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, except where Grantor has reasonably determined that the relevant application, Trademark or Patent is not of material economic value; and

(o) In the event that any Patent or Trademark is infringed, misappropriated or diluted by a third party, the Grantor shall promptly notify the Bank and shall, unless the Grantor shall reasonably determine that such Patent or Trademark is not of material economic value to the Grantor, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, or take such other actions as the Grantor shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark.

4. **Right to Inspect**. The Grantor hereby grants to the Bank and its employees the right to visit the Grantor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times and intervals and upon reasonable notice to the Grantor. The Grantor shall do any and all acts reasonably required by the Bank to ensure the Grantor's compliance with Section 3. So long as no Default or Event of Default has occurred and is continuing, the Bank shall use reasonable efforts to coordinate its inspection under this Section with its audits of collateral under the Borrower Security Agreement.

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5. **No Inconsistent Agreements**. The Grantor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Grantor's obligations under this Agreement.

6. **New Patents and Trademarks**. If, before the Obligations shall have been satisfied in full, the Grantor shall (i) obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, or (ii) obtain rights to any new trademarks, trade names or service marks, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Bank prompt notice thereof in writing and shall comply with Section 3(m).

7. **Modification**. The Grantor authorizes the Bank to modify this Agreement by amending (i) Schedule A to include any future patents and patent applications which are Patents under Section 2 or Section 6 hereof, and (ii) Schedule B to include any future trademarks, trade names, service marks and trademark and service mark applications covered by Section 2 or 6 hereof.

8. **Remedies**. Upon the occurrence and during the continuance of an Event of Default:

(a) The Bank may, at any time and from time to time, upon ten days' prior notice to the Grantor, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Patent or Trademark, throughout the world for such term or terms, on such conditions, and in such manner, as the Bank shall in its sole discretion determine;

(b) The Bank may (without assuming any obligations or liability thereunder), at any time enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of the Grantor in, to and under any one or more license or other agreements with respect to any Patent or Trademark and take or refrain from taking any action under any thereof, and the Grantor hereby releases the Bank from, and agrees to hold the Bank free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement;

(c) Any and all payments received by the Bank under or in respect of any Patent or Trademark (whether from the Grantor or otherwise), or received by the Bank by virtue of

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the exercise of the license granted to the Bank in Section 9 hereof, shall be applied in the following order:

FIRST, to the Bank in an amount equal to the Bank's costs and expenses incurred in connection with the enforcement of this Agreement (including, without limitation, reasonable attorneys' fees and legal expenses regardless of whether suit is commenced);

SECOND, to the extent of any amount remaining after application in accordance with clause FIRST above, to the Obligations in such order as the Bank shall determine; and

THIRD, to the extent of any amount remaining after application in accordance with clauses FIRST and SECOND above, to the Grantor or its successors or assigns or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(d) The Bank may exercise in respect of the Patents and Trademarks, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Minnesota Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected collateral). Without limiting the foregoing, the Grantor expressly agrees that, in any such event, the Bank without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Grantor or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Patents and Trademarks, or any part thereof, and/or may forthwith sell, lease, assign, license, sublicense, give an option or options to purchase or otherwise dispose of and deliver the Patents and Trademarks (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Bank's offices or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk, free of any claim or right of whatsoever kind (including any right or equity of redemption) of the Grantor which claim, right and equity are hereby expressly waived and released, with the right to the Bank, to the extent permitted by applicable law, upon any such sale or sales, public or private, to purchase the whole or any part of said Patents and Trademarks so sold; provided, however, that the Bank agrees that it will not

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sell the Patents and Trademarks upon the occurrence of an Event of Default unless either (i) a payment default exists with respect to at least $1,500,000 of Obligations or (ii) an Event of Default has existed uncured for at least sixty (60) days. To the extent permitted by applicable law, the Grantor waives all claims, damages and demands against the Bank arising out of the repossession or retention or sale, lease, assignment, license, sublicense or other disposition of any Patents or Trademarks;

(e) The Grantor agrees that fifteen (15) days' notice from the Bank of the time and place of any public sale or of the time after which a private sale may take place shall be commercially reasonable notification of such matters;

(f) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Patents and Trademarks pursuant to this Section 8, the Bank may, at any time, execute and deliver on behalf of the Grantor one or more instruments of assignment of the Patents and Trademarks (or any application or registration thereof), in form suitable for filing, recording or registration in any country. The Grantor agrees to pay when due all reasonable costs incurred in any such transfer of the Patents and Trademarks, including any taxes, fees and reasonable attorneys' fees; and

(g) In the event of any sale, lease, assignment, license, sublicense or other disposition of any of the Patents or Trademarks pursuant to this Section 8, the Grantor shall supply to the Bank or its designee its know-how and expertise relating to the manufacture and sale of the products relating to any Patent or Trademark subject to such disposition, and its customer lists and other records relating to such Patents or Trademarks and to the distribution of said products.

9. <u>Grant of License to Use Patent or Trademark Collateral</u>. For the purpose of enabling the Agent to exercise rights and remedies under Section 8 hereof at such time as the Bank, without regard to this Section 9, shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, the Grantor hereby grants to the Bank an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantor) to use, license or sublicense at such time any Patent or Trademark now owned or hereafter acquired by the 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 and automatic machinery software and programs used for the compilation or printout thereof.

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10. **Bank Appointed Attorney-in-Fact.** The Grantor hereby irrevocably appoints the Bank as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Agent's discretion, during any period after the occurrence and during the continuation of an Event of Default to take any action and to execute any instrument that the Bank may deem necessary or advisable to accomplish the purposes of this Agreement including, without limitation:

(a) to assign, pledge, convey or otherwise transfer title in or dispose of any of the Patents and Trademarks to any third person; and

(b) to file any claims or take any action or institute any proceedings which the Bank may deem necessary or desirable to enforce the rights of the Bank with respect to any of the Patents or Trademarks.

11. **Termination.** At such time as the Grantor shall completely satisfy all of the Obligations, this Agreement shall terminate and the Bank shall execute and deliver to the Grantor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Grantor full title to the Patents and Trademarks, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

12. **Costs and Expenses.** In addition to any costs and expenses to be borne by the Grantor as provided for in the Loan Agreement, any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by the Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents or Trademarks, shall be borne and paid by the Grantor on demand by the Bank.

13. **No Waiver; Remedies.** No failure on the part of the Bank to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Loan Document preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Loan Documents are cumulative and not exclusive of any remedies provided by law.

14. **Amendments, Etc.** No amendment or waiver of any provision of this Agreement, nor consent to any departure by the

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Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15. **Binding Effect; Governing Law.** This Agreement shall be binding upon and inure to the benefit of the Grantor and the Bank, and their successors and assigns, except that the Grantor shall have no right to assign its rights under this Agreement or any interest in this Agreement without the prior written consent of the Bank. This Agreement shall, except to the extent that laws of another state apply to the Patents or Trademarks or any part thereof, be governed by, and construed in accordance with, the laws of the State of Minnesota.

WITNESS the execution hereof as of the day and year first above written.

Luigino's, Inc.

By [signature]
Its Chairman CEO Pres COO

First Bank National Association

By [signature]
Its Vice President

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STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 3rd day of November, 1993, by Jeno F. Paulucci, the Chairman, Chief Executive Officer, President and Chief Operating Officer of Luigino's, Inc., a Minnesota corporation, on behalf of the corporation.

SUSANNE M. HOFFMAN
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Sept. 7, 1996

Susanne M. Hoffman
Notary Public

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of November, 1993, by Joel C. Kozlak, the Vice President of First Bank National Association, a national banking association, on behalf of the association.

SUSANNE M. HOFFMAN
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Comm. Expires Sept. 7, 1996

Susanne M. Hoffman
Notary Public

This instrument drafted by:

Fabyanske, Svoboda, Westra, Davis & Hart, P.A.
1100 Minneapolis Centre
920 Second Avenue South
Minneapolis, MN 55402

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(SCHEDULE A)

EXISTING PATENTS

Patent	Patent No.	Issue Date
Packaging and Container for Microwaveable Food product	5,230,914	07/27/93

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(SCHEDULE B)

EXISTING TRADEMARKS

Trademark	Registration Number	Registration Date
Luigino's	1,692,175	06/09/92
Female head Design	1,690,697	06/02/92
Micro-Shield	1,690,141	06/23/92
Michelina's	1,712,572	09/01/92

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FRAME: 0312

NUMBER OF PAGES: 015

ELECTRONIC SUBMISSION: N
PTAS SUBMISSION: N

DATE LAST UPDATED: 12/27/1993
DATE IN SYSTEM: 12/10/1993
DATE KEYED IN: 12/10/1993
RECORDATION DATE: 11/15/1993
DATE MAILED: 12/27/1993
ASSIGNMENT RECEIPT DATE:
CONVEY EFFECTIVE DATE:

CORRESPONDENCE
NAME: FABYANSKE, SVOBODA, WESTRA, DAVIS
& HART, P.A. - ROBERT L. DAVIS, ESQ.
1150 MINNEAPOLIS CENTRE
920 SECOND AVENUE SOUTH
MINNEAPOLIS, MINNESOTA 55402

BRIEF CODE: 08
BRIEF TEXT: SECURITY INTEREST

CONVEYING PARTY DATA

ENTRY: 001
NAME: LUIGINO'A, INC.
FORMERLY:
ENTITY: 03 - CORPORATION
ENTITY TEXT:
CITIZENSHIP: MN - MINNESOTA
EXECUTION DATE: 11/03/1993

RECEIVING PARTY DATA

ENTRY: 600
NAME: FIRST BANK NATIONAL ASSOCIATION
COMPOSED OF:
DBA/AKA/TA:
ADDRESS: 601 SECOND AVENUE SOUTH
FIRST BANK PLACE
MINNEAPOLIS
STE/CTRY CODE: MN - MINNESOTA
ZIP CODE: 55402
ENTITY: 99 - OTHER
ENTITY TEXT: NATIONAL BANKING ASSOCIATION
CITIZENSHIP: -

DOMESTIC REPRESENTATIVE DATA

NAME:

PROPERTY DATA

SERIAL NUMBER: 74010150 FILING DATE: 12/12/1989
REGISTRATION NUMBER 1692175 ISSUE DATE: 06/09/1992
WORD MARK: LUIGINO'S
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION: 833 - POST REGISTRATION

LOCATION DATE: 09/09/98
EXAMINER:BATTLE, KENNETH

SERIAL NUMBER:74125708 **FILING DATE:** 12/24/1990
REGISTRATION NUMBER1690697 **ISSUE DATE:** 06/02/1992
WORD MARK:
MARK DESCRIPTION: MISCELLANEOUS DESIGN
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 01/20/99
EXAMINER:APPLEWHITE, FRANCINE

SERIAL NUMBER:74155203 **FILING DATE:** 04/08/1991
REGISTRATION NUMBER1690141 **ISSUE DATE:** 06/02/1992
WORD MARK: GIANT STICKER FUN
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 11/17/98
EXAMINER:REIHNER, DAVID C

SERIAL NUMBER:74054958 **FILING DATE:** 05/02/1990
REGISTRATION NUMBER1712572 **ISSUE DATE:** 09/01/1992
WORD MARK: MICHELINA'S
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 10/20/97
EXAMINER:GRAY, CAROLYN C

END OF DATA

NOTE: Assignments prior to 01/01/1955 are not contained in this data base.

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FORM PTO-1594
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MAIL ROOM & TRADEMARKS

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

1. Name of conveying party(ies):

Luigino's, Inc.
525 Lake Avenue South
Duluth, MN 55802

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State (MN)
- ☐ Other

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

2. Name and address of receiving party(ies):

Name: First Bank National Association

Internal Address: First Bank Place

Street Address: 601 Second Avenue South

City: Minneapolis State: MN ZIP: 55480

- ☐ Individual(s) citizenship
- ☒ Association National banking association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☐ 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

3. Nature of conveyance:

- ☐ Assignment
- ☒ Security Agreement
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Execution Date: November 3, 1993

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,692,175
1,690,697
1,690,141
1,712,572

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert L. Davis, Esq.

Internal Address:

Fabyanske, Svoboda, Westra, Davis & Hart, P.A.

Street Address: 1150 Minneapolis Centre
920 Second Avenue South

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): $ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

090 BA 11/24/93 1692175 0 481 40.00 CK
090 BA 11/24/93 1692175 0 482 75.00 CK

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.

Robert L. Davis
Name of Person Signing

Robert L Davis 89146010
Signature

11/8/93
Date

Total number of pages comprising cover sheet: 4

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PAT. & TRADEMARK OFF.

REEL 763 FRAME 194

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 3, 1993, made by Luigino's, Inc., a Minnesota corporation with an office at 525 Lake Avenue South, Duluth, MN 55802 (the "Grantor"), to First Bank National Association, a national banking association with an office at First Bank Place, 601 Second Avenue South, Minneapolis, MN 55402 (the "Bank").

RECITALS:

A. The Grantor has requested extensions of credit pursuant to the terms of that certain Loan Agreement (the Loan Agreement as it may be amended, modified, increased, supplemented or restated from time to time being referred to herein as the "Loan Agreement"), dated of even date herewith between the Grantor and the Bank.

B. It is a condition to such extensions of credit that the Grantor shall have granted to the Bank a security interest in the patent and trademark rights as described in this Agreement as security for all Obligations.

C. Contemporaneously with the execution of this Agreement, the Grantor has executed and delivered to the Bank the Borrower Security Agreement.

D. Pursuant to the Borrower Security Agreement, the Grantor has granted the Bank a lien on and security interest in accounts, chattel paper, documents, instruments, inventory, equipment, fixtures and general intangibles ("Other Assets") relating to products sold under the Patents and Trademarks, whereby the Bank shall have the right to foreclose on the Patents and Trademarks and the Other Assets in the event of the occurrence and continuance of an "Event of Default" (howsoever defined) under the Loan Agreement, in order that the owner of the Patents and Trademarks may continue the manufacture of products to be sold under the Patents and Trademarks and maintain substantially the same product specifications and quality as maintained by the Grantor.

TRADEMARK

REEL 1062 FRAME 314

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to make extensions of credit under the Loan Agreement, the Grantor hereby agrees with the Bank as follows:

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