

02-16-2000



101268910

1-28-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

- Formerly
- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- 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.)

02/16/2000 DNGUYEN 00000041 1696141
01 FC:481 40.00 DP

FOR OFFICE USE ONLY

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
TRADEMARK

REEL: 002021 FRAME: 0798

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,696,141"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

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

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

11/27/00

Name of Person Signing

Signature

Date Signed

Conveyance Type: Other

Document previously recorded on Reel/Frame 1392/0805 contained error on Serial Number 74155203, Registration Number 1690141. Document to be re-recorded to correct error on stated Reel.



REC
TI

10-12-1995



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100075889

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

MED 9-11-95

1. Name of conveying party(ies):

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

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 1995

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

Name: First Bank National Association
as Administrative Bank

Internal Address: First Bank Plaza

Street Address: 501 Second Avenue S.W.

City: Minneapolis State: MN ZIP: 55402

- Individual(s) citizenship
- 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

4. Application number(s) or registration 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: Jeremiah J. Kearney

Internal Address: Fabyanske, Svoboda,
Westra & Hart, P.A.

Street Address: 920 Second Avenue South
Suite 1100

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41): \$ 300.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

110 MG 09/21/95 1692175
110 MG 09/21/95 1692175

DO NOT USE THIS SPACE

0 481 40.00 CK
0 482 350.00 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.

Jeremiah J. Kearney

Name of Person Signing

Jeremiah J. Kearney
Signature

TRADEMARK

TRADEMARK

Date

1995

SCHEDULE A
EXISTING TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
Cecia	74-702,040	07/17/95
Krisp 'N Flaky	74-692,593	06/23/95
Crisp 'N Flaky	74-638,627	02/27/95
Chinese Lantern	74-612,604	12/19/94
Ports of Call	74-591,547	10/27/94
Krisp 'N Flaky	74-533,855	06/06/94
Everything's Premium but the Price	74-448,850	01/17/95
Carlos & Maria's	74-375,802	07/19/95
People Pleasers*	74-287,397	06/22/92
Luigino's	74-046,552	04/06/90
Double Serving**	74-687,524	07/03/95

* suspended?

** search results indicate "Misassigned Serial Number"

(Trademarks, [Trademark Registrations,
Trademark Applications and Trademark Licenses])

WHEREAS, Luigino's, Inc., a Minnesota corporation (herein referred to as "Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule A annexed hereto;

WHEREAS, Grantor has granted to First Bank National Association, a national banking association (in such capacity as the "Administrative Bank"), for the Secured Parties (as hereinafter defined, a security interest in substantially all the assets of Grantor to secure the payment of all "Secured Obligations" (as defined in the Agreement described below); and

WHEREAS, pursuant to the terms of a Patent and Trademark and Security Agreement dated as of August 31, 1995 (the "Agreement"), by and between Grantor and the Administrative Bank, Grantor has mortgaged, pledged and granted to the Administrative Bank, for itself and the pro rata use and benefit of the other Secured Parties, a security interest in all rights, title and interest of Grantor in, to and under all Grantor's Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, whether presently existing or hereafter arising or acquired, together with the good will of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated good will to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby mortgage, pledge and grant to the Administrative Bank, for itself and the pro rata use and benefit of the other Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, each Trademark, Trademark registration and Trademark application listed on Schedule A hereto, and all of the good will of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration listed on Schedule A, including, without limitation, any Trademark License listed on Schedule A, or for injury to the goodwill associated

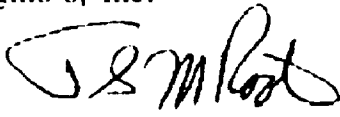
with any Trademark, Trademark registration or Trademark licer sed under any Trademark License.

This security interest is granted in conjunction with the security interest in substantially all of the assets of the Grantor granted to the Administrative Bank, for itself and the pro rata use and benefit of the other Secured Parties, in accordance with the "Borrower Security Agreement" (as defined in the Credit Agreement referred to in the Agreement (the "Credit Agreement").

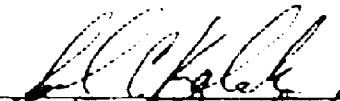
Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks, Trademark registrations, Trademark applications and Trademark Licenses made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest to be duly executed by its officers thereunto duly authorized as of the 31st day of August, 1995.

Luigino's, Inc.

By 
Its: Chief Financial Officer

First Bank National Association,
as Administrative Bank

By 
Its: Vice President

Address:
First Bank Place
601 Second Avenue South
Minneapolis, MN 55402

STATE OF MINNESOTA

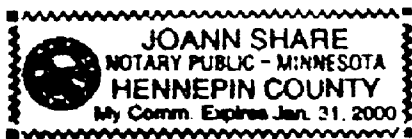
)

) ss:

COUNTY OF HENNEPIN

)

The foregoing instrument was acknowledged before me this 31st day of August, 1995, by Thomas M. Fortness, the CFO of Luigino's, a Minnesota corporation, on behalf of the corporation.



Joann Share
Notary Public

STATE OF MINNESOTA

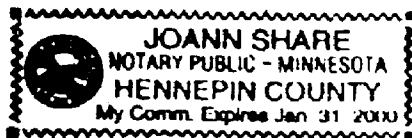
)

) ss:

COUNTY OF HENNEPIN

)

The foregoing instrument was acknowledged before me this 31st day of August, 1995, by Joel Biclak, the Vice President of First Bank National Association, a national banking association, on behalf of the association.



Joann Share
Notary Public

This instrument was drafted by:

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

SCHEDULE A

EXISTING TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Application Date</u>
Crecia	74-702,040	07/17/95
Krisp 'N Flaky	74-692,593	06/23/95
Crisp 'N Flaky	74-638,627	02/27/95
Chinese Lantern	74-612,604	12/19/94
Ports of Call	74-591,547	10/27/94
Krisp 'N Flaky	74-533,855	06/06/94
Everything's Premium but the Price	74-448,850	01/17/95
Carlos & Maria's	74-375,802	07/19/95
People Pleasers*	74-287,397	06/22/92
Luigino's	74-046,552	04/06/90
Double Serving**	74-687,524	07/03/95

* suspended?

** search results indicate "Misassigned Serial Number"

FADOCVAS58328

TRADEMARK ASSIGNMENT QUERY AS OF 12/20/19
REEL/FRAME DATA

REEL: 1392
FRAME: 0805

DATE LAST UPDATED: 10/11/1996
DATE IN SYSTEM:
DATE KEYED IN:
RECORDATION DATE: 09/11/1995
DATE MAILED: 02/15/1996
ASSIGNMENT RECEIPT DATE: 10/12/1995
CONVEY EFFECTIVE DATE:

NUMBER OF PAGES: 006

ELECTRONIC SUBMISSION: N
PTAS SUBMISSION: Y

CORRESPONDENCE

NAME: FABYANSKE, SVOBODA, WESTRA & HART, P.A.
JEREMIAH J. KEARNEY
920 SECOND AVENUE SOUTH, STE. 1100
MINNEAPOLIS, MN 55402

BRIEF CODE: 27
BRIEF TEXT: SECURITY INTEREST

CONVEYING PARTY DATA

ENTRY: 001
NAME: LUIGINO'S, INC.
FORMERLY:
ENTITY: 03 - CORPORATION
ENTITY TEXT:
CITIZENSHIP: -
EXECUTION DATE: 08/31/1995

RECEIVING PARTY DATA

ENTRY: 600
NAME: FIRST BANK NATIONAL ASSOCIATION AS ADMINISTRATIVE BANK
COMPOSED OF:
DBA/AKA/TA:
ADDRESS: 601 SECOND AVENUE SO.
MINNEAPOLIS
STE/CTRY CODE: MN - MINNESOTA
ZIP CODE: 55402
ENTITY: 06 - INC. ASSOCIATION
ENTITY TEXT:
CITIZENSHIP: -

DOMESTIC REPRESENTATIVE DATA

NAME:

PROPERTY DATA

SERIAL NUMBER: 74702040 FILING DATE: 07/17/1995
REGISTRATION NUMBER: 00000000 ISSUE DATE: 00/00/0000
WORD MARK: CRECIA
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION: 900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 04/22/97
EXAMINER: YOON, TAE H

SERIAL NUMBER:74692593 FILING DATE: 06/23/1995
REGISTRATION NUMBER2005411 ISSUE DATE: 10/01/1996
WORD MARK: KRISP 'N FLAKY
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 10/22/96
EXAMINER:FRUEHLING, EVER

SERIAL NUMBER:74638627 FILING DATE: 02/27/1995
REGISTRATION NUMBER0000000 ISSUE DATE: 00/00/0000
WORD MARK: CRISP 'N FLAKY
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 05/14/97
EXAMINER:FRUEHLING, EVER

SERIAL NUMBER:74612604 FILING DATE: 12/19/1994
REGISTRATION NUMBER0000000 ISSUE DATE: 00/00/0000
WORD MARK: CHINESE LANTERN
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 10/29/96
EXAMINER:FRUEHLING, EVER

SERIAL NUMBER:74591547 FILING DATE: 10/27/1994
REGISTRATION NUMBER0000000 ISSUE DATE: 00/00/0000
WORD MARK: PORTS OF CALL
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 05/27/98
EXAMINER:FRUEHLING, EVER

SERIAL NUMBER:74533855 FILING DATE: 06/06/1994
REGISTRATION NUMBER0000000 ISSUE DATE: 00/00/0000
WORD MARK: KRISP 'N FLAKY
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 06/07/96
EXAMINER:FRUEHLING, EVER

SERIAL NUMBER:74448850 FILING DATE: 10/15/1993
REGISTRATION NUMBER1970347 ISSUE DATE: 04/23/1996
WORD MARK: EVERYTHING'S PREMIUM BUT THE PRICE
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 05/06/96
EXAMINER:MASON, MICHAEL C

SERIAL NUMBER:74375802 FILING DATE: 04/05/1993
REGISTRATION NUMBER0000000 ISSUE DATE: 00/00/0000
WORD MARK: CARLOS & MARIA'S
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION:900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 03/27/97
EXAMINER:FRONT, MITCHELL

SERIAL NUMBER:74287397 FILING DATE: 06/22/1992

REGISTRATION NUMBER 2006450 ISSUE DATE: 10/08/1996
WORD MARK: PEOPLE PLEASERS
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION: 900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 10/23/96
EXAMINER: MULLEN, MARK T

SERIAL NUMBER: 74046552 FILING DATE: 04/06/1990
REGISTRATION NUMBER 0000000 ISSUE DATE: 00/00/0000
WORD MARK: LUIGINO'S
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS AND DESIGN
LOCATION: 900 - WAREHOUSE (NEWINGTON)
LOCATION DATE: 10/13/95
EXAMINER: BATTLE, KENNETH

SERIAL NUMBER: 74687524 FILING DATE: 00/00/0000
REGISTRATION NUMBER 0000000 ISSUE DATE: 00/00/0000
WORD MARK:
MARK DESCRIPTION:
LOCATION: -
LOCATION DATE: 00/00/00
EXAMINER: NOT ASSIGNED

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 NUMBER 1690697 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 NUMBER 1690141 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 NUMBER 1712572 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100