

07-20-2001

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ET U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

7-13-01

1. Name of conveying party(ies):
Paradise Kitchens, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Luigino's, Inc.
Internal Address: _____
Address: _____
Street Address: 525 Lake Avenue South
City: Duluth State: MN Zip: 55802
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State State of Minnesota
 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 Merger
 Security Agreement Change of Name
 Other Acquisition of Assets
Execution Date: 11/24/98

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1871756, 1661839 & 1987016
Additional number(s) attached Yes No

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NOV 24 2001
U.S. PATENT & TRADEMARK OFFICE

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Robert E. Heller
Internal Address: _____
07/19/2001 BTOM11 00000108 1871756
01 FC:481 40.00 OP
02 FC:482 50.00 OP
Street Address: 525 Lake Avenue South
City: Duluth State: MN Zip: 55802

6. Total number of applications and registrations involved: **03**
7. Total fee (37 CFR 3.41).....\$ 90.00
 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

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 E. Heller
Name of Person Signing

[Signature]
Signature

7/10/01
Date

Total number of pages including cover sheet, attachments, and document: **06**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002332 FRAME: 0364

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of November 24, 1998, is made and entered into by and between Luigino's, Inc., a Minnesota corporation ("Buyer"), Paradise Kitchens, Inc., a Minnesota corporation ("Seller"), and Randall F. Peters, an individual resident of Minnesota ("Peters").

RECITALS

- A. Seller is engaged in the business of manufacturing and marketing consumer food products under the brand name "Howlin' Coyote" (the "Business");
- B. Seller desires to sell and assign to Buyer, and Buyer desires to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, the assets of Seller identified in Article I of this Agreement;
- C. Peters, in joint ownership with his wife, is a principal shareholder of Seller, owning approximately 40% percent of the Seller's outstanding equity securities;
- D. In consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, Buyer, Seller and Peters hereby agree as follows:

ARTICLE I

TRANSFER OF ASSETS

1.01 Transfer of Assets. On the terms and subject to the conditions set forth in this Agreement, Seller shall, at the Closing (as defined in Section 3.01 hereof), sell, transfer and assign to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest, as of the Closing Date (as defined in Section 3.01 hereof), in and to all of the assets of Seller (collectively, the "Assets") identified below:

- (a) All of Seller's Good Inventories (as defined in Section 4.07 hereof) of raw materials, finished goods and packaging materials used in connection with the Business (the "Raw Materials," the "Finished Goods" and the "Packaging Materials").
- (b) All unfilled or uncompleted customer contracts, commitments or purchase or sales orders received and accepted by Seller in connection with the Business in the ordinary course of business.

(c) All documents or other tangible materials embodying technology or intellectual property rights owned by, licensed to or otherwise controlled by Seller or Peters and used in connection with the Business.

(d) All rights in patents, patent applications, trademarks, service marks, trade names, corporate names, copyrights, mask works, trade secrets or other intellectual property rights owned by, applied for, licensed to or otherwise controlled by Seller or Peters or used in, developed for use in or necessary to the conduct of the Business as now conducted or planned to be conducted including, without limitation, those set forth in the Disclosure Schedule under the caption referencing Section 4.09 and including the rights to institute or maintain any action or investigation for and to recover damages for any past infringement thereof or any actions of unfair competition relating thereto.

(e) The name "Howlin' Coyote" or any combination of words in which the name "Howlin' Coyote" appears or any rights associated with such name or any right to use such name in all jurisdictions in which Seller either currently uses any such name or has any right to use any such name.

(f) All of Seller's books, records and other documents and information relating to customer, prospect, dealer and distributor lists, sales literature, inventory records, purchase orders and invoices, sales orders and sales order log books, customer information, product data, material safety data sheets, price lists, product demonstrations, quotes and bids and all product advertising and brochures.

(g) Goodwill (including all goodwill associated with and symbolized by the name or names identified in subsection (e) above as used as a trademark or service mark and all goodwill associated with and symbolized by any other trademark or service mark, trade name or corporate name used in the conduct of the Business as now conducted), all related tangibles and intangibles which Seller uses in the conduct of the Business and all rights to continue to use the Assets in the conduct of a going business.

1.02 Excluded Assets. No assets of any kind, other than those specifically enumerated above shall be sold to Buyer or purchased by Buyer from Seller. Seller shall retain the rights to the name "Paradise Kitchens" and any derivations thereof.

1.03 No Liabilities Assumed. Buyer shall not assume, and nothing contained in this Agreement shall be construed as an assumption by Buyer of, any liabilities, obligations or undertakings of Seller of any nature whatsoever, whether accrued, absolute, fixed or contingent, known or unknown due or to become due, unliquidated or otherwise.

which require delivery within 30 days and to maintain the manufacture and shipment of products at its normal level of operations. As of the date of the relevant dates, the values at which such inventories are carried on the books of Seller will be determined in accordance with generally accepted accounting principles (the "Book Values"). Exhibit C hereto contains a materially complete and accurate summary of the Seller's inventory of Raw Materials, Finished Goods and Packaging Materials. Exhibit C shall be verified by Buyer within thirty (30) days of the Closing Date.

4.08 Tax Matters. To the best of Seller's and Peters' knowledge, there are no liens for any taxes, charges, fees, levies, or other assessments, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, social security, unemployment, excise, estimated, severance, stamp, occupation, property, or other taxes, customs duties, fees, assessments, or charges of any kind whatsoever, including, without limitation, all interest and penalties thereon, and additions to tax or additional amounts imposed by any taxing authority, domestic or foreign ("Taxes") upon any of the assets, except liens for Taxes not yet due.

4.09 Intellectual Property Rights. The Disclosure Schedule describes under the caption referencing this Section 4.09 all rights in patents, patent applications, trademarks, service marks, trade names, corporate names, copyrights mask works, trade secrets, know-how or other intellectual property rights owned by, licensed to or otherwise controlled by Seller in connection with the conduct of the Business or used in, developed for use in or necessary to the conduct of the Business as now conducted or planned to be conducted. Seller owns and possesses all right, title and interest, or holds a valid license, in and to the rights set forth under such caption. The Disclosure Schedule describes under the caption referencing this Section 4.09 all intellectual property rights which have been licensed to third parties and those intellectual property rights which are licensed from third parties. Seller has taken all necessary action to protect the intellectual property rights set forth under such caption. Seller has not received any notice of, nor are there any facts known to Seller which indicate a likelihood of, any infringement or misappropriation by, or conflict from, any third party with respect to the intellectual property rights listed in the Disclosure Schedule; no claim by any third party contesting the validity of any intellectual property rights listed under such caption has been made, is currently outstanding or, to the best knowledge of the Company, is threatened; Seller has not received any notice of any infringement, misappropriation or violation by Seller of any intellectual property rights of any third parties and Seller has not infringed, misappropriated or otherwise violated any such intellectual property rights; and no infringement, illicit copying, misappropriation or violation has occurred or will occur with respect to products currently being sold by Seller or with respect to the products currently under development (in their present state of development) or with respect to the conduct of the Business as now conducted.

4.10 Litigation. Except as set forth in the Disclosure Schedule under the caption referencing this Section 4.10, there are no actions, suits, proceedings, orders or investigations pending or, to the best knowledge of Seller, threatened against Seller, at law or in equity, or before or by any federal, state, municipal or other governmental department,


validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LUIGINO'S, INC

By

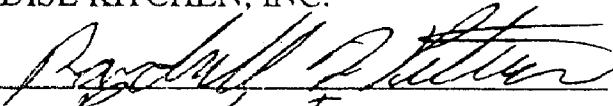
Its


CEO


PARADISE KITCHEN, INC.

By

Its


President

RANDALL F. PETERS



DISCLOSURE SCHEDULE

Section 4.06 (Title to Assets)

None

Section 4.09 (Intellectual Property Rights)

HOWLIN' COYOTE
Registration No. 1,871,756
(Name and Design for prepared dinners and entrees)

HOWLIN' COYOTE
Registration No. 1,798,852
(Name and Design for salsa)

HOWLIN' COYOTE
Registration No. 1,661,839
(Name and Design for chili)

HOWLIN' COYOTE
Serial No. 74/482,168
(Name and Design for restaurant services)

HOWLIN' COYOTE
Serial No. 74/540,765
(Name and Design for snack mixes consisting primarily of processed nuts)

COYOTE DESIGN
Registration No. 1,987,016
(Misc. Design for prepared dinners and entrees)

COYOTE DESIGN
Serial No. 74/690,836
Registration No. 2,036,522
(Package Design [Border Design] for prepared dinners and entrees)

Section 4.10 (Litigation)

None

Section 4.11 (Warranties)

None

Section 4.12 (Customers and Suppliers)

See Schedule 4.12 attached.

Section 4.14 (Insurance)

See Schedule 4.14 attached.

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