

5/17/04

RECOR
TR

05-25-2004



Tab settings → → →

102752215

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

1. Name of conveying party(ies):
 U.S. Bank National Association dba First Bank National Association

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: MAY 17 2004
 Street Address: 525 Lake Avenue South
 City: Duluth State: MN Zip: 55802

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State 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: Release of Security Agreement (Reel/Frame: 1062/0312)

Execution Date: May 7, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1690697, 1712572, 1692175

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Perry J. Viscounty, Esq.
 Internal Address: Latham & Watkins LLP
 Street Address: 650 Town Center Drive, Suite 2000
 City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
500524 (For additional fees, if any)

(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.

Anna T. Kwan anna kw May 14, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

05/24/2004 05:24:00 00000093 1690697

01 FC:8521
02 FC:8522

40.00 OP
50.00 OP

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

OC\678445.1

RELEASE OF SECURITY AGREEMENT

WHEREAS, Luigino's, Inc., a Minnesota corporation ("Luigino's"), granted a Security Interest to the trademarks set forth in Schedule A, and the patents set forth on Schedule B, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and patents, and the registrations and applications for said trademarks and patents (collectively, the "Intellectual Property").

WHEREAS, pursuant to a certain Security Interests dated as of November 3, 1993 and August 31, 1995, by and among U.S. Bank National Association d/b/a First Bank National Association (the "Collateral Agent") and Luigino's, in favor of the Collateral Agent (the "Security Interest"), the Collateral Agent was and is authorized to take whatever action or actions is necessary, desirable or appropriate relating to the Intellectual Property, including to grant and convey a release thereof.

WHEREAS, pursuant to the Security Interest, Luigino's granted to the Collateral Agent a security interest in all of Luigino's right, title and interest in, to and under any and all past, present and future trademarks and patents, technology and know-how, and all licenses, royalties and other monies relating thereto, including but not limited to, the Intellectual Property.

WHEREAS, the Security Interests with respect to trademarks was duly recorded with the United States Patent and Trademark Office on November 15, 1993 at Reel/Frame No. 1062/0312 as set forth on Schedule C, and on September 11, 1995 at Reel/Frame No. 1392/0805 as set forth on Schedule D.

WHEREAS, the Security Interests with respect to the patents was duly recorded with the United States Patent and Trademark Office on November 15, 1993 at Reel/Frame No. 06763/0192 as set forth on Schedule E, and on September 11, 1995 at Reel/Frame No. 07648/0291 as set forth on Schedule F.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations as defined in the Security Interest has been made, and hereby releases and discharges all right, title and interest in, to and under Luigino's past, present and future trademarks and patents and reassigns, any and all rights conveyed thereunder, as if said agreement had never been entered into, to Luigino's.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, having been duly authorized to do so on behalf of itself, hereby releases and discharges the security interest granted to the Collateral Agent under the IP Assignment, as amended and restated, in the trademarks and patents, technology and know-how of Luigino's, and all licenses, royalties and other monies relating thereto, including but not limited to each of the trademarks set forth in Schedules C and D, and to each of the patents set forth in Schedules E and F, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and patents, and the registrations of and applications for said trademarks and patents.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer, effective the 7th day of May, 2004.

U.S. Bank National Association
d/b/a First Bank National Association, as the Collateral Agent

By: *Christopher W Rupp*
Name: Christopher W Rupp
Title: Assistant Vice President

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Hennepin) ss:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 7th day of May, 2004, personally appeared Christopher W Rupp who, being by me duly sworn, deposes and says that he/she is the Assistant Vice President of U.S. Bank National Association, a national banking association, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

Denise Beidl


Notary Public



My Commission Expires:


1-31-05

SCHEDULE A
Trademarks

- | <u>No.</u> | <u>Mark</u> |
|------------|---|
| 1. | Female head design
 |
| 2. | MICRO-SHIELD |
| 3. | MICHELINA'S |
| 4. | CRECIA |
| 5. | CRISP 'N FLAKY |
| 6. | CHINESE LANTERN |
| 7. | PORTS OF CALL |
| 8. | KRISP 'N FLAKY |
| 9. | EVERYTHING'S PREMIUM BUT THE PRICE |
| 10. | CARLOS & MARIA'S |
| 11. | PEOPLE PLEASERS |
| 12. | LUIGINO'S |
| 13. | DOUBLE SERVING |

SCHEDULE C
Trademarks - Reel/Frame No. 1062/0312

U.S. Federal Trademark Registrations

No.	Mark	Reg. No.
1.	Female head design 	1690697
2.	MICHELINA'S	1712572
3.	LUIGINO'S	1692175