

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cavanaugh Marketing Network, Inc.		03/18/2005	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Schwan's IP, LLC		
Street Address:	115 W. College Drive		
City:	Marshall		
State/Country:	MINNESOTA		
Postal Code:	56258		
Entity Type:	Limited Liability Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78256907	IMPROMPTU GOURMET	
CORRESPONDENCE DATA			
Fax Number:	(507)537-5239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	507-537-8191		
Email:	melanie.gilbert@schwans.com		
Correspondent Name:	Melanie J. Gilbert		
Address Line 1:	115 W. College Drive		
Address Line 4:	Marshall, MINNESOTA 56258		
NAME OF SUBMITTER:	Melanie Gilbert		
Signature:	/melanie gilbert/		
Date:	04/12/2005		

Total Attachments: 2

**TRADEMARK
 REEL: 003064 FRAME: 0277**

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TRADEMARK ASSIGNMENT

WHEREAS, Cavanaugh Marketing Network, Inc., located at 101 Bellevue Road, Pittsburgh, PA 15229, ("Assignor") is the owner of the mark IMPROMPTU GOURMET (the "Mark") and the corresponding application Serial No. 78/256,907;

WHEREAS, prior to the effective date of this Assignment, Assignor was the owner of the entire right, title and interest in the Mark, free and clear of any liens and encumbrances; and

WHEREAS, Schwan's IP LLC, having a business address of 115 West College Drive, Marshall, MN 56258 ("Assignee"), is desirous of acquiring from Assignor all right, title and interest in and to said Mark and trademark applications or registrations, and associated goodwill;

NOW THEREFORE, said Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does sell, assign and transfer, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Mark, said applications or registrations and all common law trademark rights in said Mark, and with the goodwill and other incidents of its business associated with or symbolized by said Mark. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to the Mark.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative.

CAVANAUGH MARKETING NETWORK, INC.,

By:

Pat Cavanaugh
President & CEO

Name and Title

Dated: March 18, 2005

State of PA)

County of Allegheny)

On this 18th of March, 2005, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Agreement, on his/her Company's behalf and that s/he did so of his/her free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.

Eileen L. Miller

Notary Public

Notarial Seal
Eileen L. Miller, Notary Public
Robinson Twp., Allegheny County
PA: Commission Expires Apr. 29, 2005