

Form PTO-1594 (Rev. 07/05)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

80034-1307 (Missed This) 5

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bellisio Foods, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) Sept 17, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation,

Internal as agent

Address:

Street Address: 401 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06851

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

10/13/08
Date

Laura Konrath

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$415.00 232428 77324324

Continuation
Item 4

B. TRADEMARK APPLICATIONS

MARK	COUNTRY	APP. NO.	FILING DATE	CLASSES	RESPONSE DATE
AMC EXPRESS	CANADA	1322322	9/16/05	(1)	9/16/08
A SIMPLE WAY TO	CANADA	1322322	10/31/05		10/31/08
SMARTER					
THE BEACHES	USA	77306107	10/17/07		
COMPANY					
RELIGIO	USA	77300385	10/10/07		
THE FAMILY TABLE	CANADA	1322322	11/14/07		
	USA	77324324	2/20/07	29,30	11/13/08
		77324327	9/7/07	004	12/10/08
		77324335	9/7/07	006	12/10/08
		77324336	9/7/07	008	12/10/08
		77324338	9/7/07	014	12/10/08
		77324341	9/7/07	021	12/10/08
		77324310	9/7/07	024	
		77324311	9/28/07	020	
		77324312	9/7/07	028	
		77324310	9/7/07	004	
		77324311	9/7/07	006	
		77324324	9/7/07	008	
		77324327	9/7/07	014	
		77324335	9/7/07	020	
		77324336	9/7/07	021	
		77324338	9/7/07	024	
		77324341	9/7/07	028	
		77324312	9/28/07	029	
LET MAMA FEED YOU	USA	77503785	6/20/08	29 & 30	
MICHELINA'S	China	5493883	7/21/06	030	
	Russia	2006720819	7/25/06	030	
MICHELINA'S DINNER FOR TWO	USA	78708848	9/08/05	29 & 30	9/19/08
	CANADA	1272147	9/15/05	(1)	9/15/08
MICHELINA'S FAVORITI	CANADA	1392910	4/24/08	(1)	
MICHELINA'S GRAB'EMS	CANADA	1392911	4/24/08	(1)	
MICHELINA'S HARMONY	CANADA	1392913	4/24/08	(1)	
MICHELINA'S LEAN	CANADA	1161181	12/9/02	(1)	12/10/08

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S AGM

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 17, 2008, is made by Bellisio Foods, Inc., a Minnesota corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 17, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security

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TRADEMARK
REEL: 003870 FRAME: 0058

interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BELLISIO FOODS, INC.
as Grantor

By: 
Name: Danette Bucsko
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

BELLISIO FOODS, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:



GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: J. Menice Simone
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. REGISTERED TRADEMARKS

MARK	COUNTRY	APP. NO.	FILING DATE	SER/REG. NO.	REG. DATE	CLASSES	EXPIRE DATE
DESIGN MARK (WOMAN'S HEAD) 	USA	74123708	12/24/90	1690697	6/2/92	29 & 30	6/2/12
AUTHENTICO	USA	77059266	12/7/06	3390779	3/4/08	30	3/4/14
BUDGET GOURMET BISTRO	USA	78338679	12/10/03	3005011	10/4/05	29 & 30	10/4/11
CARLOS & MARIA'S	USA	75764057	07/30/99	2646245	11/05/02	29 & 30	11/05/08
COMFORT CLASSICS	CANADA	1204075	1/26/04	TMA632401	2/9/05	(1)	2/9/2020
CRISP 'N FLAKY	CANADA	1022279	7/14/99	TMA594974	11/18/03	(1)	11/18/18
GARDEN BISTRO	USA	2900853	7/17/03	78275532	11/2/04	29 & 30	11/2/10
HOWLIN COYOTE & design 	USA UK	74070498	6/18/90	1871756 2326374	1/3/95 3/13/03	29 & 30 29 & 30	1/03/15 03/13/13
IT'S LIKE HAVING A RESTAURANT IN YOUR MICROWAVE	USA	75654506	3/08/99	2636822	12/3/02	29 & 30	12/3/08
MICHELINA'S	USA	74054958	5/2/90	1712572	9/1/92	29 & 30	9/1/12

Sched. I - 1

	AUSTRALIA	654411 737852	2/28/95	654411 737852	2/28/95 6/27/97	29 30	02/28/15 06/27/17
	BENELUX	848-693	5/22/95	572949	5/23/95	29 & 30	05/23/15
	CANADA	705833	5/28/92	TMA423307	2/18/94	29 & 30	02/18/09
	CHILE	24672	9/28/95	422317	3/11/96	29,30,31	03/11/14
	DENMARK	03868/1995	5/23/95	04713/1995	07/23/95	29 & 30	07/14/15
	FRANCE	9792	8/3/95	9722 NT	5/30/97	29 & 30	08/02/15
	GERMANY	395 22 453.5	5/27/95	395 22 453.5	12/12/95	29 & 30	05/27/15
	IRELAND	168435	5/22/95	168435	5/22/95	29 & 30	5/21/12
	ITALY	95C002840	6/6/95	00717404	6/6/95	29 & 30	6/6/15
	JAPAN	7-56698	6/6/95	4225558	12/25/98	29	12/25/08
		7-56697	6/6/95	4064340	10/3/97	30	10/3/17
	KOREA			503565	10/12/01	29	10/12/11
				508084	12/5/01	30	12/05/11
	MEXICO	40200031327	6/29/00	723192	9/5/01	30	09/05/11
				755932	9/5/01	29	09/05/11
	NEW ZEALAND	268041	10/8/96	268041	6/18/97	29	10/08/17
		268042	10/8/96	268042	6/18/97	30	10/08/17
	PANAMA	114449	5/9/01	114449	1/8/03	29	05/09/11
				114450	5/5/03		05/09/11
	PORTUGAL	317.701	6/8/95			29 & 30	6/15/16
	SWEDEN	95-06095	5/23/95	308 883	2/16/96	29 & 30	02/16/16
	TAIWAN	84031811	6/27/95	725165		29	8/15/16
		84031812	6/27/95	736705	12/16/96	30	8/15/16
	UNITED KINGDOM	1505371	7/2/92	1505371	2/34/95	29 & 30	02/07/09
	VENEZUELA	2548-98	2/16/98		11/01/04	29	11/1/14
		2549-98	2/16/98			30	
	CANADA	1249447	3/4/05	675435	10/23/06	(1)	10/23/21
	CANADA	1230714	9/17/04	646555	8/24/05	(1)	8/24/20
	AUSTRALIA	1061698	6/23/05			29 & 30	6/23/15
	USA	76033060	4/25/00	2832317	4/13/04	29	4/13/10
	MICHELINA'S (continued)						
	MICHELINA'S APPETITO						
	MICHELINA'S AVANTAGE						
	MICHELINA'S BUDGET GOURMET						
	MICHELINA'S CORN DAWGS						

Sched. 1 - 2

MICHELINA'S LEAN GOURMET	USA	78186915	11/20/02	3006370	10/11/05	29 & 30	10/11/11
MICHELINA'S NOODLE BOWLS	AUSTRALIA CANADA	1045001 1108314	3/07/05 6/29/01	TMA626572	10/17/05 11/24/04	29 & 30 (1)	3/7/15 11/24/19
MICHELINA'S PIZZA SINGLES	USA	75561819	9/30/98	2625428	9/24/02	29 & 30	9/24/08
MICHELINA'S PIZZA SNACK ROLLS	USA	75539777	8/20/98	2766991	9/23/03	29 & 30	9/23/09
MICHELINA'S RICE BOWLS	AUSTRALIA	784015	1/28/99	784015	1/28/99	30	1/28/09
MICHELINA'S RESTORANTE	CANADA	1108312	6/29/01	TMA626506	11/24/04	(1)	11/24/19
	CANADA	1108800	7/6/01	TMA584096	6/20/03	(1)	6/20/18
	AUSTRALIA	881900	7/9/01	881900	2/26/02	29 & 30	7/09/11
	AUSTRALIA	978333	11/13/03	978333	7/22/04	29	11/13/13
MICHELINA'S SALAD BOWLS	CANADA	1188548	9/8/03	TMA 611898	6/3/04	(1)	06/03/19
MICHELINA'S SALAD BOWLS & design	CANADA	1188556	9/8/03	TMA 611941	6/3/04	(1)	06/03/19
<i>Michelin's Salad Bowls</i>							
MICHELINA'S SIGNATURE	USA CANADA EC	75339584 0867587 000743559	8/15/97 1/28/98 2/11/98	2256005 TMA532905 000743559	6/22/99 9/19/00 8/2/2000	29 & 30 (1) 29 & 30	6/22/09 09/19/15 2/11/18
MICHELINA'S STIR CRAZY PASTA BOWLS	USA CANADA	76033062 1107742	4/25/00 6/26/01	2871996 TMA627310	8/10/04 12/02/04	29 & 30 (1)	8/10/10 12/02/19
POP'N CHICKEN YU SING	US CANADA	76975625 75303188	5/14/01 9/13/96	2776746 2156913	10/21/03 5/12/98	29 29.30	10/21/09 5/12/18
ZAP'EMS	USA CANADA	0823226 78028833	10/03/00	TMA525622 2821708	3/23/00 3/9/04	(2) 29 & 30	03/23/15 03/9/10
	CANADA	1091477	2/6/01	TMA608141	4/21/04	(1)	04/21/19

Sched. 1 - 3

B. TRADEMARK APPLICATIONS

MARK	COUNTRY	APP. NO.	FILING DATE	CLASSES	RESPONSE DATE
A.M. EXPRESS	CANADA	1272332	9/16/05	(1)	9/16/08
A SIMPLE WAY TO EAT SMARTER	CANADA	1277875	10/31/05		10/31/08
THE BEAUTIFUL FOODS COMPANY	USA	77306107	10/17/07		
BELLISIO FOODS	USA	77300285	10/10/07		
	CANADA	1372120	11/14/07		
THE FAMILY TABLE	USA	77111082	2/20/07	29,30	11/13/08
		77323932	9/7/07	004	12/10/08
		77323776	9/7/07	006	12/10/08
		77323780	9/7/07	008	12/10/08
		77323937	9/7/07	014	12/10/08
		77323966	9/7/07	021	
		77324310	9/7/07	024	
		77339082	9/28/07	020	
		77324312	9/7/07	028	
THE FAMILY TABLE; MAKE EVERYDAY SPECIAL	USA	77324318	9/7/07	004	
		77324321	9/7/07	006	
		77324324	9/7/07	008	
		77324327	9/7/07	014	
		77324335	9/7/07	020	
		77324336	9/7/07	021	
		77324338	9/7/07	024	
		77324341	9/7/07	028	
		77339112	9/28/07	029	
LET MAMA FEED YOU	USA	77503785	6/20/08	29 & 30	
MICHELINA'S	China	5493683	7/21/06	030	
	Russia	2006720819	7/25/06	030	
MICHELINA'S DINNER FOR TWO	USA	78708848	9/08/05	29 & 30	9/19/08
	CANADA	1272147	9/15/05	(1)	9/15/08
MICHELINA'S FAVORITI	CANADA	1392910	4/24/08	(1)	
MICHELINA'S GRAB'EMS	CANADA	1392911	4/24/08	(1)	
MICHELINA'S HARMONY	CANADA	1392913	4/24/08	(1)	
MICHELINA'S LEAN	CANADA	1161181	12/9/02	(1)	12/10/08

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GOURMET									
MICHELINA'S MEDITERRANEAN	USA	78586756	3/14/05	29 & 30	3/7/09				
MICHELINA'S NATURAL GOURMET	CANADA	1251339	3/21/05		9/21/08				
MICHELINA'S OH NATUREL	USA	77262755	4/7/05	(1)	12/10/08				
MICHELINA'S PANINOS	CANADA	1252726	4/1/05	29 & 30	10/01/08				
MICHELINA'S SNACKERS	USA	78708854	9/8/05	(1)	3/19/09				
MICHELINA'S SPLENDIDO	CANADA	1283284	12/15/05	29 & 30					
MICHELINA'S TONIGHT	USA	78578423	9/22/05	29, 30	3/5/09				
SOLO GOURMET	USA	78708871	9/8/05	29 & 30	3/19/09				
UNE FACON SIMPLE DE BIEN MANGER	CANADA	1271830	9/13/05	(1)	9/13/08				
	USA	77107393	2/14/07	29 & 30	12/12/09				
	CANADA	1277896	10/31/2005	(1)	10/31/08				

C. IP LICENSES

Owner	Licensee	License	Agreement Title	Date of Agreement
Luigino's International, Inc.	Bellisto Foods, Inc.	BUNDINO's	License, Royalty and Services Agreement between Luigino's International, Inc. and Michelina's Inc.	8/31/2007
Simon & Schuster, Inc., The Joy of Cooking Trust	Michelina's, Inc. (n/k/a Bellisto Foods, Inc.)	The Joy of Cooking	Exclusive Trademark License Agreement between Simon and Schuster, Inc., The Joy of Cooking Trust and Michelina's, Inc.	4/17/2007