

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeno F. Paulucci Revocable Trust		12/14/2011	Trust: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bellisio Foods, Inc.		
Street Address:	P.O. Box 16630		
City:	Duluth		
State/Country:	MINNESOTA		
Postal Code:	55816		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3455853	BUNDINOS	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0364		
Email:	mcarbullido@paulweiss.com, aashville@paulweiss.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Mitchel R. Carbullido		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19937-001		
NAME OF SUBMITTER:	Mitchel R. Carbullido		
Signature:	/Mitchel R. Carbullido/		
Date:	12/27/2011		

CH \$40.00 3455853

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of December 14, 2011 (this "Assignment"), by Jenó F. Paulucci Revocable Trust, U/A/D May 1, 1997, as Amended and Restated by Thirteenth Complete Amendment to Trust Agreement of Jenó Paulucci, dated October 8, 2011 ("Assignor"), in favor of Bellisio Foods, Inc., a Minnesota corporation ("Assignee").

Pursuant to the Intellectual Property Assignment and License Termination Agreement dated as of the date hereof (the "Assignment Agreement"), between Assignor, Assignee and Luigino's International Inc., a Florida corporation, Assignor has agreed to sell, convey, assign and transfer to Assignee all of its right, title and interest in and to certain intellectual property, including, without limitation, the trademarks and trademark applications listed on Schedule 1 attached hereto (the "Trademarks").

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Assignment Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks to Assignee.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee all of his right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world and (d) all causes of action and rights of recovery for past or future infringements of the Trademarks.
2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Trademarks.
3. As further set forth in the Assignment Agreement, Assignor shall, at Assignee's reasonable request and sole cost and expense, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

JENO F. PAULUCCI REVOCABLE TRUST, U/A/D MAY 1, 1997, AS AMENDED AND RESTATED BY THIRTEENTH COMPLETE AMENDMENT TO TRUST AGREEMENT OF JENO F. PAULUCCI, DATED OCTOBER 8, 2011

By: David H. Simmons
Name: David H. Simmons
Title: Trustee, not individually
as trustee + not individually
12/15/11

By: _____
Name: Larry W. Nelson
Title: Trustee, not individually

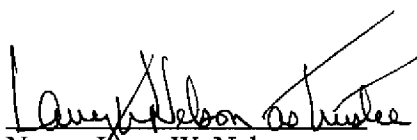
BELLISIO FOODS, INC.

By: _____
Name: Danette Bucsko
Title: Chief Financial Officer

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JENO F. PAULUCCI REVOCABLE
TRUST, U/A/D MAY 1, 1997, AS
AMENDED AND RESTATED BY
THIRTEENTH COMPLETE
AMENDMENT TO TRUST
AGREEMENT OF JENO F.
PAULUCCI, DATED OCTOBER 8,
2011

By: _____
Name: David H. Simmons
Title: Trustee, not individually

By: 
Name: Larry W. Nelson
Title: Trustee, not individually

BELLISIO FOODS, INC.

By: _____
Name: Danette Bucsko
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BELLISIO FOODS, INC.

By: 
Name: Danette Bucsko
Title: Chief Financial Officer

Schedule 1 to Trademark Assignment

Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
BUNDINOS	US Federal	78973379 September 13, 2006	3455853 June 24, 2008
BUNDINOS	WIPO	78973379 September 13, 2006	925421 March 8, 2007