FORM PTO-1619A	17-14-1998	U.S. Department of Commerce		
Table to		Patent and Trademark Office		
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NO AND RECORD	ATION FORM COVER SHEE PATENTS ONLY			
TO: The Commissioner of Patents and Trademan	ks: Please record the attached orig	inal document(s) or copy(ies).		
Submission Type	Conveyance Type	The second distribution of the second of the		
X New	X Assignment Sect	urity Agreement		
Resubmission (Non-Recordation) Document ID#	License Chai	nge of Name		
Correction of PTO Error	Merger Othe	er		
Reel # Frame # Corrective Document		/ernment Government Agencies)		
Reel # Frame #	Departmental F	ile Secret File		
Conveying Party(ies)	Mark if additional names of com	veying parties attached Execution Date Month Day Year		
Name (line 1) TGTBT, Ltd.		05 06 98		
Name (line 2) a California Limited Pa	ertnership	Execution Date		
Second Party Name (line 1)		Month Day Year		
Name (line 2)				
Receiving Party		al names of receiving parties attached If document to be recorded		
Name (line 1) Louise's Settlement Com	pany, LLC	is an assignment and the receiving party is not		
Name (line 2) a Delaware limited liab	vility company	domiciled in the United States, an appointment		
Address (line 1) c/o Samuel E. Bain, Bain				
Address (line 2) 38 Newbury Street 8th	Separate document from			
Address (line 3) Boston City	MA State/Country	O2116 Zip Code		
Domestic Representative Name and A	.ddress Enter for the first Rec	ceiving Party only.		
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gathering the data needed to complete the Cover Sheet. Send comments D.C. 20211 and to the Office of Information and Regulatory Affairs. Office	regarding this burden estimate to the U.S. Patent and of Management and Budget, Paperwork Reduction Pro	Frademark Office, Chief Information Officer, Washington, lect (0651-0027), Washington, D.C. 20503. See OMB		
Information Collection Budget Package 0651-0027, Patent and Trademan Mail documents to be record	led with required cover sheet(s) info	ormation to:		
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231				
		Date		

PATENT REEL: 9297 FRAME: 0207

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT		
Correspondent Name and Address	Area Code and Telephone Number 401-	276-6405		
Name John E. Ottaviani, Es	q.			
Address (line 1) Edwards & Angell, LLP				
Address (line 2) One BankBoston Plaza				
Address (line 3) Providence, Rhode Isl	and 02903			
Address (line 4)				
Pages Enter the total number of paincluding any attachments.	ages of the attached conveyance document	# 4		
Application Number(s) or Patent Nur		onal numbers attached		
	Patent Number (DO NOT ENTER BOTH numbers for th			
Patent Application Number(s)	Patent Nui 5180601 539269			
	5202139			
	5298707			
If this document is being filed together with a <u>new</u> Pate signed by the first named executing inventor.	ent Application, enter the date the patent application wa	S Month Day Year		
Patent Cooperation Treaty (PCT)				
Enter PCT application number	PCT PCT	PCT		
only if a U.S. Application Numbe has not been assigned.	PCT PCT	PCT		
Number of Properties Enter the total number of properties involved. # 4				
Fee Amount Fee Amount	for Properties Listed (37 CFR 3.41): \$ 1	60		
Method of Payment: Encl Deposit Account	osed X Deposit Account			
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #				
	Authorization to charge additional fees: Yes	No No		
Statement and Signature				
attached copy is a true copy of the indicated herein.	elief, the foregoing information is true and original document. Charges to deposit acc	ount are authorized, as		
John E. Ottavianí, Esq.	- yellow	7/8/98		

Signature

Name of Person Signing

Date

SCHEDULE A

I. Patents

DESCRIPTION	NUMBER	ISSUANCE DATE
Microwave Process for		
Making Fat Free Snack Chips	5,180,601	Jan. 19, 1993
Process and Apparatus for		
Preparing Fat Free Snack		
Chips	5,202,139	April 13, 1993
Process and Apparatus for		
Preparing Fat Free Snack		
Chips	5,298,707	Mar. 19, 1994
Conveyor Belt for Carrying		
Uncooked Product Slices		
through a Cooking Operation	5,392,698	Feb. 28, 1995

II. Patent Applications

All patent applications filed in the name of TGTBT, Ltd. anywhere in the world, and all rights to patent applications filed anywhere in the world that have been assigned to TGTBT, Ltd. by any other party.

-4- PATENT BOS_78727/327338

REEL: 9297 FRAME: 0209

EXHIBIT B

PATENTS ASSIGNMENT

WHEREAS, TGTBT, Ltd., a California limited partnership, together with its successors and assigns (the "Assignor") has the sole and exclusive rights, title and interests in the patents listed on **Schedule A** attached hereto filed with the United States Patent and Trademark Office on the dates set forth therein and in the inventions set forth therein (collectively, with such inventions, the "Patents").

WHEREAS, Assignor has agreed to assign all its legal and beneficial interest in the Patents to Lousie's Settlement Company, LLC, a Delaware limited liability company (the "Assignee")

NOW, THEREFORE, for good consideration, the receipt and sufficiency of which Assignor hereby acknowledges, the Assignor hereby, without reservation, irrevocably:

- 1. Assigns, transfers and conveys its entire right, title and interest in the Patents, any and all other applications for letters patent on the invention and discoveries therein in whatsoever countries, including, without limitation, all divisional, renewal, substitute, continuation, continuation-in-part, convention and international applications based in all or in part upon said Patents or upon said applications, any and all letters patent, reissues, reexaminations, and extensions of letters patent granted for said inventions and discoveries or predicated upon or arising from said inventions and discoveries, said applications and said letters patent, all income, royalties, damages and payments now and later due and/or payable to Assignor, including without limitation, damages and payments for past, present and future infringements, the right to sue for past, present and future infringements;
- 2. Authorizes Assignee to file patent applications in any and all countries on any or all of said inventions and discoveries in the name of Assignee, and to pursue any patent applications filed in the name of Assignor or applications filed in the name of any other party and assigned to Assignor in any and all countries on any or all of said inventions and discoveries, or otherwise as Assignee may deem advisable under the Patent Cooperation Treaty or otherwise;
- 3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said letters patent and applications therefore to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
- 4. Warrants that it has not conveyed to others any rights and inventions, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any said inventions or discoveries; has good right to assign the same to Assignee without encumbrance;
- 5. Binds its successors and assigns, as well as itself, to do, upon Assignee's requests, but without additional consideration to Assignor, its successors or assigns, all

PATENT REEL: 9297 FRAME: 0210 acts reasonably serving to ensure that said inventions and discoveries, said patent applications and said letters of patent shall be held and enjoyed by Assignee as fully and entirely as same could have been held and enjoyed by Assignor, its successors and assigns, if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents, including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance may be requested by Assignee; to communicate to Assignee all facts known to Assignor relating to said inventions or the history thereof, and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in control of the Assignors, their successors or assigns, which may be useful for establishing the facts of conceptions, disclosures, and reduction of practice of said invention; and to cooperate with and assist Assignee in protecting the rights granted hereby against infringement.

* Next Page Is the Signature Page *

In testimony of which Assignor has caused this Assignment to be executed as an instrument under the seal or the date entered below.

By: ________, pareing ______, its general partner

Date:May 6, 1998

STATE OF CALIFORNIA COUNTY OF Los Angeles

In _____, Θ_n the 6^{4} day of May, 1998, before me personally appeared Peter A. Sprecher, to me known and known by me to be the person described in and executing the foregoing instrument, and he acknowledged the same to be his free act and deed.

Barbara J. Gurgens
Notary Public
My Commission expires: July 28, 2000

REEL: 9297 FRAME: 0212