

08-13-2001

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼



101810302

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Michael Foods, Inc. *8-1-01*Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 13, 2001

2. Name and address of receiving party(ies)

Name: Michael Foods of Delaware, Inc.

Internal Address: _____

Street Address: 5353 Wayzata BoulevardSuite 324City: Minneapolis State: MN Zip: 55416Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

4739140

Additional numbers attached? ☒ Yes ☐ No

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

Name: Peter M. Spingola, Esq.Internal Address: Kirkland & EllisStreet Address: 200 E. Randolph, Dr.Suite 5300City: Chicago State: IL Zip: 606016. Total number of applications and patents involved: 157. Total fee (37 CFR 3.41).....\$ 600.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.*Peter M. Spingola

Name of Person Signing

Peter Spingola
SignatureAugust 1, 2001

Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 012043 FRAME: 0431

SCHEDULE A**U.S. PATENTS**

Patent No.	Issue Date	Title
4739140	04/19/88	Apparatus and method for electrical heating of food products
5073399	12/17/91	Simulated uncooked egg with shaped egg-yolk and method of making
5167976	12/01/92	Method of producing extended refrigerated shelf life bakeable liquid egg; pasteurization followed by brief heat treatment at slightly higher temperature
5227189	07/13/93	Simulated raw egg composition; egg white and shaped separate phase of simulated nonflowable egg yolk comprising edible liquid, colorant and positive thermoreversible gel former as viscosity modifier
5401525	03/28/95	Simulated egg yolk and method of making same
5465655	11/14/95	Apparatus of producing extended refrigerated shelf life bakeable liquid egg
5562024	10/08/96	Apparatus of electroheating food employing concentric electrodes
5571550	11/05/96	Methods for electroheating food employing concentric electrodes
5630360	05/20/97	Apparatus for electroheating food employing concentric electrodes
5741539	04/21/98	Shelf-stable liquid egg; storage stable eggs which have been treated with cycles of controlled electroheating and then cooling
5758015	05/16/98	Methods and apparatus for electroheating food employing concentric electrodes
5771336	06/23/98	Electrically stable methods and apparatus for continuously electroheating food
5670198	09/23/97	Method for rapidly cooling liquid egg
5533441	07/09/96	Apparatus for rapidly cooling liquid eggs
5290583	03/01/94	Method of eletroheating liquid egg and product thereof; pasteurizing liquid eggs and electroheating, then cooling

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of June 13, 2001 ("Effective Date") by and between Michael Foods, Inc., a Delaware corporation, with its principal office at 5353 Wayzata Boulevard, 324 Park National Bank Bldg., Minneapolis, MN 55416 ("Assignor"), and Michael Foods of Delaware, Inc., a Delaware corporation, with its principal office at 5353 Wayzata Boulevard, Suite 324, Minneapolis, Minnesota 55416 ("Assignee").

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor, the United States patents set forth on Schedule A attached hereto (collectively, the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Patents.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patents (including the corresponding rights set forth above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.


Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any applications relating to any of the rights

assigned herein; (2) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (3) obtaining any additional patent protection relating to any of the rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

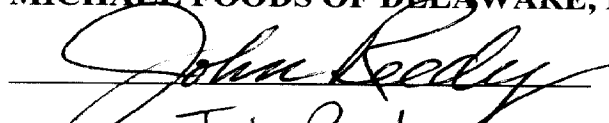
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MICHAEL FOODS, INC.


Name: John Reedy

Title: VICE PRESIDENT-FINANCE

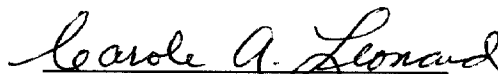
MICHAEL FOODS OF DELAWARE, INC.


Name: John Reedy

Title: VICE PRESIDENT-FINANCE


STATE OF Minnesota)
COUNTY OF Hennepin) SS.

On this 13 day of ~~May~~^{June}, 2001 there appeared before me John Reedy, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Michael Foods, Inc.


Notary Public

STATE OF Minnesota)
COUNTY OF Hennepin) SS.

On this 13 day of ~~May~~^{June}, 2001 there appeared before me John Reedy, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Michael Foods of Delaware, Inc.


Notary Public

SCHEDULE A**U.S. PATENTS**

Patent No.	Issue Date	Title
4739140	04/19/88	Apparatus and method for electrical heating of food products
5073399	12/17/91	Simulated uncooked egg with shaped egg-yolk and method of making
5167976	12/01/92	Method of producing extended refrigerated shelf life bakeable liquid egg; pasteurization followed by brief heat treatment at slightly higher temperature
5227189	07/13/93	Simulated raw egg composition; egg white and shaped separate phase of simulated nonflowable egg yolk comprising edible liquid, colorant and positive thermoreversible gel former as viscosity modifier
5401525	03/28/95	Simulated egg yolk and method of making same
5465655	11/14/95	Apparatus of producing extended refrigerated shelf life bakeable liquid egg
5562024	10/08/96	Apparatus of electroheating food employing concentric electrodes
5571550	11/05/96	Methods for electroheating food employing concentric electrodes
5630360	05/20/97	Apparatus for electroheating food employing concentric electrodes
5741539	04/21/98	Shelf-stable liquid egg; storage stable eggs which have been treated with cycles of controlled electroheating and then cooling
5758015	05/16/98	Methods and apparatus for electroheating food employing concentric electrodes
5771336	06/23/98	Electrically stable methods and apparatus for continuously electroheating food
5670198	09/23/97	Method for rapidly cooling liquid egg
5533441	07/09/96	Apparatus for rapidly cooling liquid eggs
5290583	03/01/94	Method of eletroheating liquid egg and product thereof; pasteurizing liquid eggs and electroheating, then cooling