

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Schwan's Sales Enterprises, Inc.	12/31/2002

RECEIVING PARTY DATA

Name:	Schwan's Global Supply Chain, Inc.
Street Address:	115 W. College Drive
City:	Marshall
State/Country:	MINNESOTA
Postal Code:	56258

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6468569
Patent Number:	D376466
Patent Number:	6500475
Patent Number:	5547695
Patent Number:	5919508
Patent Number:	5503860
Patent Number:	5716658
Patent Number:	6359272
Patent Number:	D437557
Application Number:	10177731
Application Number:	11282369
Application Number:	10354896
Application Number:	10758296
Application Number:	60208806
Application Number:	10241360

OP \$640.00 6468569

PATENT

500124805

REEL: 017914 FRAME: 0876

Application Number:	10137853
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CORRESPONDENCE DATA

Fax Number: (507)537-5245

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 612-332-5300

Email: vicki.st.aubin@schwans.com

Correspondent Name: Merchant & Gould, PC

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Address Line 4: Minneapolis, MINNESOTA 55402-2215

ATTORNEY DOCKET NUMBER:	2205-10444
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NAME OF SUBMITTER:	Vicki St. Aubin
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Total Attachments: 7

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**ARTICLES OF MERGER
BETWEEN
SSE SUB, INC.
AND
SCHWAN'S SALES ENTERPRISES, INC.**

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②

The undersigned, a person authorized to do so, hereby certifies as follows:

1. Attached as Exhibit A is the plan of merger for the merger of SSE Sub, Inc. with and into Schwan's Sales Enterprises, Inc.
2. Such plan of merger has been adopted pursuant to Section 302A.626 of the Minnesota Business Corporation Act.
3. The merger will be effective at the close of business on December 31, 2002.

Dated: December 20, 2002

SCHWAN'S SALES ENTERPRISES, INC.

By: _____

Name: Mr. Lenny Pippin

Title: President and Chief Executive Officer

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PATENT

REEL: 017914 FRAME: 0878

**PLAN OF MERGER
OF
SSE SUB, INC.
INTO
SCHWAN'S SALES ENTERPRISES, INC.**

This plan of merger sets forth the terms of the merger of SSE Sub, Inc., a Minnesota corporation ("Subsidiary"), with and into Schwan's Sales Enterprises, Inc., a Minnesota corporation ("SSE").

1. Subsidiary is a direct wholly owned subsidiary of The Schwan Food Company, a Minnesota corporation, and an indirect wholly owned subsidiary of SSE. The Schwan Food Company is, and has been at all times following its issuance of shares, a direct wholly owned subsidiary of SSE. SSE and Subsidiary are the only constituent corporations to the merger.

2. Upon the effective time of the merger in accordance with Section 302A.641 of the Minnesota Business Corporation Act, Subsidiary will be merged with and into SSE, and the separate corporate existence of Subsidiary will cease. SSE will be the surviving corporation in the merger and will retain the corporate name it possesses immediately prior to the merger, and the separate corporate existence of SSE with all its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the merger. The merger is intended to comply with the requirements of Section 302A.626 of the Minnesota Business Corporation Act.

3. Each share of SSE outstanding immediately before the merger will be converted in the merger into one share of The Schwan Food Company having the same designation and relative rights and preferences, and the same restrictions thereon, as the share of SSE being converted in the merger.

4. Each share of Subsidiary outstanding immediately before the merger will be converted in the merger into an equal number of common shares of the surviving corporation, and immediately after the merger becomes effective, the surviving corporation will be a direct wholly owned subsidiary of The Schwan Food Company.

5. Each share of capital stock of The Schwan Food Company outstanding immediately before the merger will be canceled at the time of the merger and no consideration will be delivered therefor.

6. The articles of incorporation and bylaws of The Schwan Food Company immediately following the merger will contain provisions identical to the articles of incorporation and bylaws of SSE immediately preceding the merger (subject always to the right of the surviving corporation to amend its articles of incorporation after the date of merger in accordance with the Minnesota Business Corporation Act), other than provisions regarding the incorporator, the corporate name and the registered office and agent.

7. The articles of incorporation and bylaws of the surviving corporation immediately following the merger will be identical to the articles of incorporation and bylaws of SSE immediately preceding the merger (subject always to the right of the surviving corporation to amend its articles of incorporation after the date of merger in accordance with the Minnesota Business Corporation Act), except that:

(i) Article I of the articles of incorporation of the surviving corporation are hereby amended to read in their entirety as follows:

Article

The name of this Corporation is Schwan's Home Service, Inc.

(ii) the articles of incorporation of the surviving corporation are hereby amended to add new Article VII, which shall read in its entirety as follows:

Article VII

Any act or transaction by or involving this Corporation, other than the election or removal of directors of this Corporation, that requires for its adoption under the Minnesota Business Corporation Act or these articles of incorporation the approval of the shareholders of this Corporation shall, by specific reference to Section 302A.626 of the Minnesota Business Corporation Act, require, in addition, the approval of the shareholders of The Schwan Food Company, or any successor by merger, by the same vote as is required by the Minnesota Business Corporation Act and/or by these articles of incorporation.

(iii) Article IV of the articles of incorporation of the surviving corporation is hereby amended and restated in its entirety as follows:

Article IV

The aggregate number of shares that this Corporation is authorized to issue is 1,000 shares, par value \$.01 per share, all of which shares are designated as common shares.

8. The directors of SSE immediately preceding the merger will be the directors of The Schwan Food Company immediately following the merger.

9. The Board of Directors of SSE has determined that the shareholders of SSE will not recognize gain or loss in connection with the merger for United States federal income tax purposes.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 20 2002

Mary Hiffmeyer 
Secretary of State

State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mary Kiffmeyer, Secretary of State of Minnesota, certify that the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A.
State of Formation and Names of Merging Entities:

MN: Schwan's Home Service, Inc.
MN: SSE Holdings, Inc.

State of Formation and Name of Surviving Entity:

MN: Schwan's Home Service, Inc.

Effective Date of Merger: 12/31/2002

Name of Surviving Entity after Effective Date of Merger:

Schwan's Home Service, Inc.

This Certificate has been issued on: April 7, 2006



Mary Kiffmeyer
Secretary of State.

PATENT ASSIGNMENT

THIS ASSIGNMENT dated this 12th day of July, 2006 by and between Schwan's Home Service, Inc., formerly known as Schwan's Sales Enterprises, Inc., a Minnesota Corporation, having an address of 115 West College Drive Marshall, Minnesota 56258 ("Assignor") and Schwan's Global Supply Chain, Inc., a Minnesota Corporation, having an address of 115 West College Drive, Marshall, Minnesota 56258 ("Assignee").

WHEREAS, Assignor is the owner of the following issued patent nos. 6468569; D376466; 6500475; 5547695; 5919508; 5503860; 5716658; 6359272; D437557 and pending patent nos. 10/177731; 11/282369; 10/354896; 10/758296; 60/208806; 10/241360; 10/137853 (the "Patents");

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

WHEREAS, Assignee is desirous of acquiring from Assignor all right, title and interest in and to said Patents and associated goodwill;

WHEREAS, the parties hereto wish to enter into an agreement conveying to Assignee all right, title and interest in and to said Patents, concepts, inventions, know how and trade secrets that may be disclosed in the Patents referenced in this Assignment that Assignor may possess.

NOW THEREFORE, the parties hereby agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the following terms and conditions:

1. Assignment Grant: Assignor hereby irrevocably assigns and transfers, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to the Patents referenced in this Assignment.

2. Limited Warranties: Assignor warrants the following to Assignee:

- a) Assignor has the power and authority to enter into this Assignment and will not execute any agreement in conflict herewith;
- b) No assignment, grant, license, mortgage, lien, security interest, encumbrance or contract has been given, agreed to or permitted by Assignor that would prevent or impair the assignment of the Patents and Inventions from Assignor to Assignee; and
- c) To Assignor's knowledge, the use of the Patents and Inventions does not infringe on the rights of any third party and no claim has been asserted to such effect.

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

SCHWAN'S HOME SERVICE, INC.

Dated: 7-11-06

By: [Signature]
Tracy Burr, Treasurer

State of Minnesota)


County of Murray)

On this 11th of July, 2006, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that he had authority to sign the above Assignment, on his behalf and that he did so of his free will, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[Signature]
Notary Public




SCHWAN'S GLOBAL SUPPLY CHAIN, INC.

Dated: 7/12/06By: 
Brian R. Sattler, Asst. Secretary

State of Minnesota)

County of Hyon)

On this 12th of July, 2006, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that he had authority to sign the above Assignment, on his behalf and that he did so of his free will, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.


Notary Public