

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT											
NATURE OF CONVEYANCE:	ASSIGNMENT											
CONVEYING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>ConAgra Foods, Inc.</td> <td>09/23/2008</td> </tr> </table>		Name	Execution Date	ConAgra Foods, Inc.	09/23/2008							
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ConAgra Foods, Inc.	09/23/2008											
RECEIVING PARTY DATA												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>ConAgra Foods Lamb Weston, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>8701 West Gage Blvd.</td> </tr> <tr> <td>City:</td> <td>Kennewick</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>99336</td> </tr> </table>			Name:	ConAgra Foods Lamb Weston, Inc.	Street Address:	8701 West Gage Blvd.	City:	Kennewick	State/Country:	WASHINGTON	Postal Code:	99336
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PROPERTY NUMBERS Total: 1												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; text-align: center;">Property Type</td> <td style="width: 70%; text-align: center;">Number</td> </tr> <tr> <td>Application Number:</td> <td>29246433</td> </tr> </table>			Property Type	Number	Application Number:	29246433						
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Application Number:	29246433											
CORRESPONDENCE DATA												
<p>Fax Number: (612)332-9081  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 612.332.5300        Email: jmolitor@merchantgould.com        Correspondent Name: Merchant &amp; Gould, P.C.        Address Line 1: P.O. Box 2903        Address Line 4: Minneapolis, MINNESOTA 55402-0903</p>												
ATTORNEY DOCKET NUMBER:	15721.0127US01											
NAME OF SUBMITTER:	Jarett D. Millar											
<p>Total Attachments: 3        source=Recordation_Form_Cover_Sheet_with_Executed_Assignment#page1.tif        source=Recordation_Form_Cover_Sheet_with_Executed_Assignment#page2.tif        source=Recordation_Form_Cover_Sheet_with_Executed_Assignment#page3.tif</p>												

OP \$40.00 29246433

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PATENT  
 REEL: 021606 FRAME: 0973

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**PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

ConAgra Foods, Inc.

2. Name and address of receiving party(ies):

ConAgra Foods Lamb Weston, Inc.  
8701 West Gage Blvd.  
Kennewick, Washington 99336

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: September 23, 2008

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)

29/246,433

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jarett D. Millar  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Payment is being submitted via credit card.  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Jarett D. Millar

Name of Person Signing

/Jarett D. Millar/

Signature

September 30, 2008

Date

Total number of pages including cover sheet, attachments, and document: 3

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**75010**

PATENT TRADEMARK OFFICE

**PATENT**  
**REEL: 021606 FRAME: 0974**

### ASSIGNMENT

WHEREAS, ConAgra Foods, Inc. a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having a place of business at One ConAgra Drive, Omaha, Nebraska 68102 (hereinafter "Assignor"), is the owner of all rights of certain new and useful inventions and improvements for which Assignor filed applications for Letters Patent of the United States on April 11, 2006, application Serial No. 29/246,433, which is entitled POTATO PRODUCT.

AND WHEREAS, ConAgra Foods Lamb Weston, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 8701 West Gage Blvd., Kennewick, Washington 99336 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patents to be obtained therefor;


NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned, and transferred, and by these presents does sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patents which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and Assignor does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, Assignor does hereby agree that Assignor and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things

which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore Assignor covenants and agrees with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

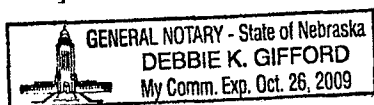
IN TESTIMONY WHEREOF, I have hereunto set my hand this 23 day of September, 2008.

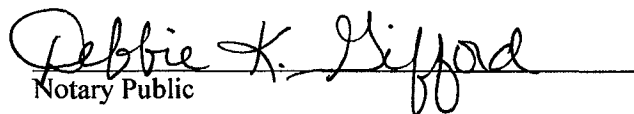
  
Rebecca A. Bortolotti  
Vice President and Technology Counsel  
ConAgra Foods, Inc.

STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

On this 23 day of September, 2008, before me personally appeared Rebecca A. Bortolotti, Vice President and Technology Counsel, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



  
Notary Public