

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Second Lien Patent Security Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Bellisio Foods, Inc. | 09/17/2008 |
| RECEIVING PARTY DATA | |
| Name: | JPM Mezzanine Capital, LLC, as Agent |
| Street Address: | 383 Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10179 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 5630498 |
| Patent Number: | 5277294 |
| Patent Number: | 5230914 |
| Application Number: | 10957207 |
| CORRESPONDENCE DATA | |
| Fax Number: | (212)455-2502 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | (212) 455-7976 |
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| Correspondent Name: | Mindy M. Lok, Esq. |
| Address Line 1: | Simpson Thacher & Bartlett LLP |
| Address Line 2: | 425 Lexington Avenue |
| Address Line 4: | New York, NEW YORK 10017 |
| ATTORNEY DOCKET NUMBER: | 509257/0003 |
| NAME OF SUBMITTER: | Mindy M. Lok |

OP \$160.00 5630498

Total Attachments: 5

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Second Lien Patent Security Agreement

THIS SECOND LIEN PATENT SECURITY AGREEMENT, dated as of September 17, 2008 (the "Patent Security Agreement"), is made by Bellisio Foods, Inc., a Minnesota corporation ("Grantor"), in favor of JPM MEZZANINE CAPITAL, LLC ("JPM"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of September 17, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the Lenders from time to time party thereto and JPM, as Agent for the Lenders, the Lenders have severally agreed to make Loans to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Second Lien Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their Loans to Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security

interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Bellisio Foods, Inc.,
as Grantor

By: 
Name: Danette Bucsko
Title: Chief Financial Officer

ACCEPTED AND AGREED

as of the date first above written:

JPM MEZZANINE CAPITAL, LLC,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


Bellisio Foods, Inc.,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED

as of the date first above written:

JPM MEZZANINE CAPITAL, LLC,
as Agent

By: 
Name: Curt Bergquist
Title: Executive Director

Schedule I
to
Second Lien Patent Security Agreement

Patent Registrations

A. REGISTERED PATENTS

| TITLE / INVENTOR AND/OR OWNER | SERIAL NO./ PATENT NO. | FILE & ISSUE DATE | ATTN DATE EXP DATE |
|--|---|--------------------------|---------------------------------------|
| Food Positioning Apparatus Inventors: Carry Montgomery, Larry Newman and Scott Jones | US App. # 438565 Pat. # 5,630,498 | 1) 5/10/95 2) 5/20/97 | Third Maintenance Fee due 11/20/08 |
| Method & Apparatus for Transferring Objects Between Conveyors Inventors: Andrew Sherepa, Mark Berg, Rod Ledoux and Lennie Polecheck | US App # 898,252 Pat # 5,277,294 | 1) 6/15/92 2) 1/11/94 | 6/15/2012 |
| Metal Foil Package for Microwave Cooking Inventors: Myron Akervik | US App#07/694,643 Pat # 5,230,914 | 1) 5/2/91 2) 7/27/93 | 5/2/2011 |
| Microwaveable Frozen Garden Salad Inventors: Pauline Avery and Anne Marie Draper | US App #10/957.207 | Filed: 9/30/04 | Pending App. |
| | CA App #2540655 | Filed: 9/30/04 | Published |

B. PATENT APPLICATIONS

None.

C. IP LICENSES

None.