

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
General Mills, Inc.	12/03/2008
RECEIVING PARTY DATA	
Name:	Diamond Foods, Inc.
Street Address:	1050 South Diamond Street
City:	Stockton
State/Country:	CALIFORNIA
Postal Code:	95205
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12777196
CORRESPONDENCE DATA	
Fax Number:	(650)938-5200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4158752406
Email:	pfarmer@fenwick.com
Correspondent Name:	Pauline Farmer-Koppenol
Address Line 1:	801 California Street
Address Line 4:	Mountain View, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	24579-16771
NAME OF SUBMITTER:	Pauline Farmer-Koppenol
Total Attachments: 5 source=16771_US_Corp_Assignment_from_parent#page1.tif source=16771_US_Corp_Assignment_from_parent#page2.tif source=16771_US_Corp_Assignment_from_parent#page3.tif source=16771_US_Corp_Assignment_from_parent#page4.tif source=16771_US_Corp_Assignment_from_parent#page5.tif	

CH \$40.00 12777196

PATENT

501177205

REEL: 024389 FRAME: 0601

PATENT ASSIGNMENT AGREEMENT

WHEREAS, General Mills, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at Number One General Mills Boulevard, Minneapolis, Minnesota 55426 (hereinafter referred to as "*Assignor*"), owns all right, title and interest in and to the patent application set forth on **Exhibit A**, which is attached hereto (hereinafter referred to as the "*Patent Application*");

WHEREAS, Diamond Foods, Inc., a corporation organized and existing under the laws of State of Delaware, with its principal place of business at 1050 South Diamond Street, Stockton, California 95205 (hereinafter referred to as "*Assignee*"), wishes to acquire Assignor's entire right, title and interest in and to the Patent Application; and

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of August 13, 2008 (the "*Asset Purchase Agreement*"), under which Assignor transferred to Assignee all of Assignor's right, title and interest in and to the Patent Application, in addition to other patent applications and letter patents previously transferred to Assignee pursuant to the Patent Assignment Agreement dated September 15, 2008.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor has sold, assigned and transferred, and does hereby sell, assign and transfer to Assignee, its successors and assigns, Assignor's entire (i) worldwide right, title and interest in and to all inventions and improvements that are disclosed in the Patent Application; and (ii) right, title and interest in and to the Patent Application, any and all Letters Patent that may be granted therefrom, all divisional, continuations, continuations-in-part, renewals, reissues, reexaminations and extensions that have been filed by Assignor or will be filed by Assignee in the United States and all foreign countries and jurisdictions, all other corresponding rights secured under the laws of the United States and any foreign country or jurisdiction and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent Application, including the right to collect all proceeds and damages therefrom.

2. Assignor hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries and jurisdictions, to record Assignee as the assignee and owner of the Patent Application registered in the corresponding jurisdiction.

3. The parties agree (a) to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder.

4. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control

5. This Assignment shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

(Remainder of page intentionally left blank; signature page follows)

EXHIBIT A
Patents

U.S. PATENT PORTFOLIO

SERIAL NO	PATENT NO	TITLE	FILE/INTERNAL FILE DATE	ISSUE
11/674,688		OIL RESISTANT PACKAGE	02/14/2007	

24579/00203/DOCS/1949737.1

PATENT
REEL: 024389 FRAME: 0604

IN WITNESS WHEREOF, the undersigned has executed this Patent Assignment Agreement as of December 3, 2008.

ASSIGNOR:

GENERAL MILLS, INC.

By: 

Name: Daniel I. Malina

Title: Senior Vice President

ASSIGNEE:

DIAMOND FOODS, INC.

By: _____

Name: Steven M. Neil

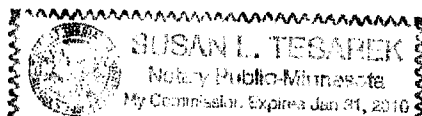
Title: Chief Financial and Administrative Officer

NOTARY CERTIFICATE

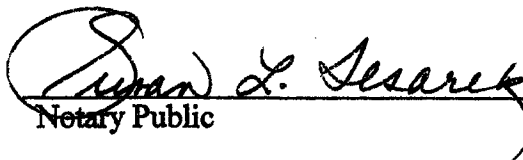
State of Minnesota

County of Hennepin

This instrument was signed or acknowledged before me this 3rd day of December, 2008 by Daniel I. Malina, known to me to be the Senior Vice President of General Mills, Inc.



Commission Expires


Notary Public

(Seal)

(Signature Page to Patent Assignment)

IN WITNESS WHEREOF, the undersigned has executed this Patent Assignment Agreement as of December 3, 2008.

ASSIGNOR:

GENERAL MILLS, INC.

By: _____

Name: Daniel I. Malina

Title: Senior Vice President

ASSIGNEE:

DIAMOND FOODS, INC.

By: 

Name: Stephen Kim

Title: Vice President, General Counsel

NOTARY CERTIFICATE

State of _____

County of _____

This instrument was signed or acknowledged before me this ____ day of _____, 2008 by _____, known to me to be the _____ of General Mills, Inc.

Commission Expires

Notary Public

(Seal)