

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.	09/11/2008
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:	10786219
CORRESPONDENCE DATA	
Fax Number:	(650)938-5200
Phone:	4158752406
Email:	horosco@fenwick.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Pauline Farmer-Koppenol
Address Line 1:	801 California Street
Address Line 4:	Mountain View, CALIFORNIA 94041
ATTORNEY DOCKET NUMBER:	14685
NAME OF SUBMITTER:	Pauline Farmer-Koppenol, Reg. No. 58,004
Total Attachments: 6 source=14865_US_Assignment_General_Mills_to_Diamond_Foods#page1.tif source=14865_US_Assignment_General_Mills_to_Diamond_Foods#page2.tif source=14865_US_Assignment_General_Mills_to_Diamond_Foods#page3.tif source=14865_US_Assignment_General_Mills_to_Diamond_Foods#page4.tif source=14865_US_Assignment_General_Mills_to_Diamond_Foods#page5.tif source=14865_US_Assignment_General_Mills_to_Diamond_Foods#page6.tif	

CH \$40.00 10786219

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 applications and Letters Patent set forth on **Exhibit A**, which is attached hereto (hereinafter referred to as the "*Patents*");

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 Patents; and

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of the date herewith (the "*Asset Purchase Agreement*"), under which Assignor transferred to Assignee all of Assignor's right, title and interest in and to the Patents.

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 Patents; and (ii) right, title and interest in and to the Patents, 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 Patents, 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 Patents 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)

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

ASSIGNOR:

GENERAL MILLS, INC.

By: *D. L. Malina*

Name: *Dan Malina*

Title: *V.P. CD*

ASSIGNEE:

DIAMOND FOODS, INC.

By: _____

Name:

Title:

NOTARY CERTIFICATE

State of *Minnesota*

County of *Hennepin*

This instrument was signed or acknowledged before me this *11th* day of *September*, 2008 by *DAN MALINA*, known to me to be the *Vice President* of General Mills, Inc.

Susan L. Tesarek

Commission Expires _____

 (Seal)
Notary Public

(Signature Page to Patent Assignment)

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

ASSIGNOR:

GENERAL MILLS, INC.

By: _____
Name:
Title:

ASSIGNEE:

DIAMOND FOODS, INC.

By: Steven M. Neil
Name: Steven M Neil
Title: CEO

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)

(Signature Page to Patent Assignment)

**EXHIBIT A
Patents**

U.S. PATENT PORTFOLIO

SERIAL NO	PATENT NO	TITLE	FILE/INTERNAL FILE DATE	ISSUE
07/375,568	4,973,810	MICROWAVE METHOD OF POPPING POPCORN AND PACKAGE THEREFOR	07/03/1989	11/27/1990
07/405,813	5,171,950	FLEXIBLE POUCH AND PAPER BAG COMBINATION FOR USE IN THE MICROWAVE POPPING OF POPCORN	09/11/1989	12/15/1992
07/834,185		SINGLE LAYER, GREASEPROOF, FLEXIBLE PAPER POPCORN PACKAGE	02/06/1992	
08/164,739	5,463,845	APPARATUS FOR FOLDING, FILLING, AND SEALING MICROWAVE POPCORN BAGS	12/10/1993	11/07/1995
08/086,607		REDUCED FAT MICROWAVE POPCORN AND METHOD OF PREPARATION	07/02/1993	
08/402,276	5,690,979	REDUCED FAT MICROWAVE POPCORN AND METHOD OF PREPARATION	03/10/1995	11/25/1997
08/402,758		REDUCED FAT MICROWAVE POPCORN AND METHOD OF PREPARATION	03/10/1995	
08/281,730	5,461,216	SINGLE LAYER, GREASEPROOF, FLEXIBLE PAPER POPCORN PACKAGE	07/28/1994	10/24/1995
08/164,740	5,480,372	APPARATUS FOR FOLDING AND LOADING MICROWAVE POPCORN BAGS INTO A FIXTURE	12/10/1993	01/02/1996
08/164,742	5,507,132	APPARATUS FOR OPENING MICROWAVE POPCORN BAGS	12/10/1993	04/16/1996
08/164,743	5,419,100	APPARATUS FOR COLLAPSING MICROWAVE POPCORN BAGS HELD IN A FIXTURE	12/10/1993	05/30/1995
08/164,741	5,463,848	APPARATUS FOR FOLDING AND EJECTING MICROWAVE POPCORN BAGS FROM A FIXTURE	12/10/1993	11/07/1995
08/307,126	5,498,080	EASILY EXPANDABLE, FLEXIBLE PAPER POPCORN PACKAGE	09/16/1994	03/12/1996
08/784,850	5,919,505	SHELF-STABLE BUTTER CONTAINING MICROWAVE POPCORN ARTICLE AND METHOD OF PREPARATION	01/15/1997	07/06/1999
09/323,461	6,093,429	SHELF-STABLE BUTTER CONTAINING MICROWAVE POPCORN ARTICLE	06/01/1999	07/25/2000
09/505,711	6,333,059	SHELF-STABLE BUTTER CONTAINING MICROWAVE POPCORN ARTICLE AND METHOD OF PREPARATION	02/17/2000	12/25/2001
08/954,244	5,958,482	EASILY EXPANDABLE, NONTRAPPING, FLEXIBLE PAPER, MICROWAVE POPCORN PACKAGE	10/20/1997	09/28/1999
08/998,751	5,897,894	MICROWAVE POPCORN WITH COARSE SALT CRYSTALS AND METHOD OF PREPARATION	12/29/1997	04/27/1999
09/248,870	6,231,903	FOOD PACKAGE FOR MICROWAVE HEATING	02/11/1999	05/15/2001
09/090,590	6,066,346	EASILY EXPANDABLE, NONTRAPPING, FLEXIBLE PAPER, MICROWAVE PACKAGE	05/22/1998	05/23/2000
09/039,504	5,997,916	MICROWAVE POPCORN FORTIFIED WITH CALCIUM AND METHOD OF PREPARATION	03/16/1998	12/07/1999
09/436,823	6,210,721	MICROWAVE POPCORN INCORPORATING COARSE SALT AND METHOD OF PREPARATION	11/09/1999	04/03/2001
10/358,436	6,706,296	MICROWAVE POPCORN ARTICLE	03/30/2001	03/16/2004

		INCORPORATING COARSE SALT		
09/210,112	6,013,291	MICROWAVE POPCORN WITH LIQUID FAT AND METHOD OF PREPARATION	12/11/1998	01/11/2000
09/354,545	6,306,448	EASILY EXPANDABLE, NONTRAPPING, FLEXIBLE PAPER, MICROWAVE PACKAGE	07/15/1999	10/23/2001
10/050,695	6,733,807	EASILY EXPANDABLE, NONTRAPPING, FLEXIBLE PAPER, MICROWAVE PACKAGE	01/15/2002	05/11/2004
09/484,283	6,259,079	MICROWAVE FOOD PACKAGE AND METHOD	01/18/2000	07/10/2001
09/943,637	6,660,983	EASILY EXPANDABLE, NONTRAPPING, FLEXIBLE PAPER, MICROWAVE PACKAGE	08/31/2001	12/09/2003
10/211,650		BOTTOM-STACK DEPOSITOR FOR POPCORN BAG	07/19/2001	
10/408,425		SWEET MICROWAVE POPCORN AND METHOD OF PREPARATION	04/07/2003	
10/676,826	6,884,978	EASILY EXPANDABLE, FLEXIBLE PAPER POPCORN PACKAGE	09/30/2003	04/26/2005