

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Jeno F. Paulucci Revocable Trust	12/14/2011
RECEIVING PARTY DATA	
Name:	Bellisio Foods, Inc.
Street Address:	P.O. Box 16630
City:	Duluth
State/Country:	MINNESOTA
Postal Code:	55816
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7592026
Patent Number:	6126977
Application Number:	11226016
CORRESPONDENCE DATA	
Fax Number:	(212)492-0364
Email:	mcarbullido@paulweiss.com, aashville@paulweiss.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:	Mitchel R. Carbullido
Address Line 1:	1285 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10019-6064
ATTORNEY DOCKET NUMBER:	19937-001
NAME OF SUBMITTER:	Mitchel R. Carbullido
Total Attachments: 6 source=Bellisio Patent Assignment (trust co)#page1.tif source=Bellisio Patent Assignment (trust co)#page2.tif source=Bellisio Patent Assignment (trust co)#page3.tif source=Bellisio Patent Assignment (trust co)#page4.tif source=Bellisio Patent Assignment (trust co)#page5.tif source=Bellisio Patent Assignment (trust co)#page6.tif	

CH \$120.00 7592026

## PATENT ASSIGNMENT

This Patent Assignment is made and entered into as of December 14, 2011 (this "Assignment"), by Jenó F. Paulucci Revocable Trust, U/A/D May 1, 1997, as Amended and Restated by Thirteenth Complete Amendment to Trust Agreement of Jenó Paulucci, dated October 8, 2011 ("Assignor"), in favor of Bellisio Foods, Inc., a Minnesota corporation ("Assignee").

Pursuant to the Intellectual Property Assignment and License Termination Agreement dated as of the date hereof (the "Assignment Agreement") between Assignor, Assignee and Luigino's International Inc., a Florida corporation, Assignor has agreed to sell, convey, assign and transfer to Assignee all of his right, title and interest in and to certain intellectual property, including, without limitation, the patents and patent applications listed on Schedule 1 attached hereto (the "Patents").

The parties wish to execute this Assignment for purposes of transferring the Patents pursuant to the Assignment Agreement and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Patents to Assignee.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee all of his right, title and interest in and to (a) each of the Patents, together with the inventions and improvements described in the Patents, together with the rights for all provisional, divisional, substitution and continuing applications, all patents which may be granted based on the preceding applications and all reissues, reexamination certificates, and extensions granted based on such patents, and together with the right of priority of any earlier corresponding patent application filed in the United States or elsewhere, for the sole use of Assignee its assigns and successors in interest, to the full end of the term for which such patents are granted, as fully and entirely as the same would have been held by Assignee had this assignment and sale not been made and (b) all causes of action and rights of recovery for past or future infringements of the Patents.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of the Patents.

3. As further set forth in the Assignment Agreement, Assignor shall, at Assignee's reasonable request and sole cost and expense, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Patents. In addition, Assignor shall provide Assignee and its successors, assigns and legal representatives reasonable cooperation and assistance, at Assignee's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

JENO F. PAULUCCI REVOCABLE  
TRUST, U/A/D MAY 1, 1997, AS  
AMENDED AND RESTATED BY  
THIRTEENTH COMPLETE  
AMENDMENT TO TRUST  
AGREEMENT OF JENO F.  
PAULUCCI, DATED OCTOBER 8,  
2011

By: 

Name: David H. Simmons  
Title: Trustee, not individually

*as trustee +  
not  
individually  
12/15/11*

By: \_\_\_\_\_

Name: Larry W. Nelson  
Title: Trustee, not individually

BELLISIO FOODS, INC.

By: \_\_\_\_\_

Name: Danette Bucsko  
Title: Chief Financial Officer


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

JENO F. PAULUCCI REVOCABLE  
TRUST, U/A/D MAY 1, 1997, AS  
AMENDED AND RESTATED BY  
THIRTEENTH COMPLETE  
AMENDMENT TO TRUST  
AGREEMENT OF JENO F.  
PAULUCCI, DATED OCTOBER 8,  
2011

By:

\_\_\_\_\_  
Name: David H. Simmons  
Title: Trustee, not individually

By:

  
\_\_\_\_\_  
Name: Larry W. Nelson  
Title: Trustee, not individually

BELLISIO FOODS, INC.

By:

\_\_\_\_\_  
Name: Danette Bucsko  
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

JENO F. PAULUCCI REVOCABLE  
TRUST, U/A/D MAY 1, 1997, AS  
AMENDED AND RESTATED BY  
THIRTEENTH COMPLETE  
AMENDMENT TO TRUST  
AGREEMENT OF JENO F.  
PAULUCCI, DATED OCTOBER 8,  
2011

By: \_\_\_\_\_  
Name: David H. Simmons  
Title: Trustee, not individually

By: \_\_\_\_\_  
Name: Larry W. Nelson  
Title: Trustee, not individually

BELLISIO FOODS, INC.

By:  \_\_\_\_\_  
Name: Danette Bucsko  
Title: Chief Financial Officer

**Schedule 1 to Patent Assignment****Patents**

Patent or Pub No.	Country	Title	Filing/ Priority Date	Issue Date
US 7592026 (11/767,872 ) CIP of US20070059413	United States	FILLED BREAD PRODUCT AND A METHOD FOR MAKING THE PRODUCT	June 25, 2007	September 22, 2009
CA2691599	Canada	FILLED BREAD PRODUCT AND A METHOD FOR MAKING THE PRODUCT	June 25, 2007	Not applicable
WO2009002308 (PCT/US07/14835)	PCT	FILLED BREAD PRODUCT AND A METHOD FOR MAKING THE PRODUCT	June 25, 2007	Not applicable

Patent or Pub No.	Country	Title	Filing/ Priority Date	Issue Date
US 6126977 (08/968,900)	United States	A METHOD OF MAKING LAMINATED PIZZA CRUST	November 6, 1997	October 3, 2000
AU6398896	Australia	A METHOD OF MAKING LAMINATED PIZZA CRUST	June 30, 1995	Not applicable
CA2225610	Canada	A METHOD OF MAKING LAMINATED PIZZA CRUST	June 30, 1995	November 18, 2003
DE19681481	Germany	A METHOD OF MAKING LAMINATED PIZZA CRUST	June 30, 1995	Not applicable
GB2317809	Great Britain	A METHOD OF MAKING LAMINATED PIZZA CRUST	June 30, 1995	April 7, 1999
JPH11508774	Japan	A METHOD OF MAKING LAMINATED PIZZA CRUST	June 30, 1995	Not applicable

WO9701960	PCT	A METHOD OF MAKING LAMINATED PIZZA CRUST	June 30, 1995	Not applicable
US20070059413 (11/226,016)	United States	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable
AU2006290847	Australia	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable
CA2622278	Canada	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable
CN101287377	China	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable
EP1933628	Europe	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable
JP2009507519	Japan	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable
RU2008114402	Russia	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable
WO2007033293 (PCT/US06/35762)	PCT	Frozen filled yeast-leavened bread product and a method for making the product	September 14, 2005	Not applicable