Form PTO-159

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇒ ⇒ ⇒

05-25-2004



102752197

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and	d Trademarks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Bank One, N.A. Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes Assignment Assignment Merger Security Agreement Change of N	2. Name and address of receiving party(ies): Name: Luigino's, Inc. Internal Address: Street Address: 525 Lake Avenue South City: Duluth State: MN Zip: 55802 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Minnesota Other
Other: Release of Intellectual Property Assignment Execution Date: May 10, 2004	
 4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76033062, 76033060, 76033063 	B. Trademark Registration No.(s) 2646245, 2226893, 1970347, 1871756, 1690697 1712572, 2766991, 2256005, 2821708, 2005411 1692175, 2815298, 1717188
5. Name and address of party to whom correspondence document should be mailed:	e concerning 6. Total number of applications and registrations involved: 16
Name: Perry J. Viscounty, Esq. Internal Address: Latham & Watkins LLP	7. Total fee (37 CFR 3.41)\$ 415.00 Enclosed Authorized to be charged to deposit account
Street Address: 650 Town Center Drive, Suite 2000	Deposit account number 500524 (For additional fees, if any)
City: Costa Mesa State: CA Zip: 92626	(Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoin document.	ng information is true and correct and any attached copy is a true coy of the origina
Anna T. Kwan Name of Person Signing Total number of pa	Signature Date ges including cover sheet, attachments, and document: 6
Mail documents	to be recorded with required cover sheet information to: ioner of Patent & Trademarks, Box Assignments Weshington D. C. 2023.

Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 OP 375.00 DP

OC\678303,1

TRADEMARK REEL: 002972 FRAME: 0576

RELEASE OF SECURITY AGREEMENT, PLEDGE & SECURITY AGREEMENT, AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, Luigino's, Inc., a Minnesota corporation ("Luigino's"), granted a Security Interest and an Intellectual Property Assignment in the trademarks set forth on Schedule A, and the patents set forth on Schedule B, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and patents, and the registrations and applications for said trademarks and patents (collectively, the "Intellectual Property").

WHEREAS, pursuant to a certain Security Agreement dated as of September 24, 1997, by and among Bank One, N.A. (f/k/a The First National Bank of Chicago), and pursuant to a certain Pledge & Security Agreement and Intellectual Property Assignment Agreement both dated as of February 9, 2001, by and among Bank One, N.A. (collectively, the "Collateral Agent") and Luigino's, in favor of the Collateral Agent (the "Agreement"), the Collateral Agent was and is authorized to take whatever action or actions is necessary, desirable or appropriate relating to the Intellectual Property, including to grant and convey a release thereof.

WHEREAS, pursuant to the Agreement, Luigino's granted to the Collateral Agent a security interest and intellectual property assignment in all of Luigino's right, title and interest in, to and under any and all past, present and future trademarks and patents, technology and know-how, and all licenses, royalties and other monies relating thereto, including but not limited to, the Intellectual Property.

WHEREAS, the Security Agreement dated September 24, 1997 with respect to trademarks was duly recorded with the United States Patent and Trademark Office on October 14, 1997 at Reel/Frame No. 1645/0773 as set forth on Schedule C, and the Pledge & Security Agreement and the Intellectual Property Assignment Agreement dated February 9, 2001, with respect to trademarks was duly recorded with the United States Patent and Trademark Office on March 6, 2001 at Reel/Frame No. 2256/0345 as set forth on Schedule D, and on March 13, 2001 at Reel/Frame No. 2263/0253 as set forth on Schedule E, respectively.

WHEREAS, the Security Agreement dated September 24, 1997 with respect to patents was duly recorded with the United States Patent and Trademark Office on October 14, 1997 at Reel/Frame No. 08753/0172 as set forth on Schedule F, and the Pledge & Security Agreement and the Intellectual Property Assignment Agreement dated February 9, 2001 with respect to patents was duly recorded with the United States Patent and Trademark Office on March 6, 2001 at Reel/Frame No. 11590/0832 as set forth on Schedule G, and on March 6, 2001 at Reel/Frame No. 11590/0809 as set forth on Schedule H, respectively.

WHEREAS, the Collateral Agent, acknowledges full payment, performance and satisfaction of the Secured Obligations as defined in the Agreements have been made, and hereby releases and discharges all right, title and interest in, to and under Luigino's past, present and future trademarks and patents and reassigns, any and all rights conveyed thereunder, as if said agreement had never been entered into, to Luigino's.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent, having been duly authorized to do so on behalf of itself, hereby releases and discharges the security interest and intellectual property assignment

Page 1

OC\674987 1

TRADEMARK REEL: 002972 FRAME: 0577 agreement granted to the Collateral Agent under the Agreements, as amended and restated, in the trademarks and patents, technology and know-how of Luigino's, and all licenses, royalties and other monies relating thereto, including but not limited to each of the trademarks set forth in Schedules C, D and E, and to each of the patents set forth in Schedules F, G and H, attached hereto and made a part hereof, together with the goodwill of the business symbolized by said trademarks and patents, and the registrations of and applications for said trademarks and patents.

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed by its duly authorized officer, effective the | O day of May, 2004.

> BANK ONE, N.A. as the Collateral Agent

Anthony

Title: Managing Director, Capital Markets

CERTIFICATION OF ACKNOWLEDGMENT

STATE OF WISCONSIN) COUNTY OF W.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 10 day of May, 2004, personally appeared Anthony F. Maggiore who, being by me duly sworn, deposes and says that he/she is the Manague Duccho Cap Metof BANK ONE, N.A, a national banking association, and that he/she, as such officer being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his/her free act and deed and as the full act and deed of such corporation as such officer.

My Commission Expires:

SCHEDULE A Trademarks

<u>No.</u>	<u>Mark</u>	
1.	CARLOS & MARIA'S	
2.	CRISP 'N FLAKY	
3.	DOUBLE SERVING	
4.	ENTRÉE & MORE	
5.	EVERYTHING'S PREMIUM BUT THE PRICE	
6.	Female head design	
7.	HOWLIN' COYOTE MINISTER	
8.	HOWLIN' COYOTE	
9.	MICHELINA'S	
10.	MICHELINA'S CHICKEN LITTLES	
11.	MICHELINA'S CORN DAWGS	
12.	MICHELINA'S KIDDOS	
13.	MICHELINA'S LEAN 'N TASTY	
14.	MICHELINA'S LIFESTYLE	
15.	MICHELINA'S LIGHT 'N TASTY	
16.	MICHELINA'S LITE 'N TASTY	
17.	MICHELINA'S LOWFAT 'N TASTY	
18.	MICHELINA'S PASTARIA	
19.	MICHELINA'S PIZZA PASTA	
20.	MICHELINA'S PIZZA SNACK ROLLS	
21.	MICHELINA'S RAVIN' RAVIOLI	
22.	MICHELINA'S SIGNATURE	
23.	MICHELINA'S SOCCERONI	
24.	MICHELINA'S STIR CRAZY	
25.	MICHELINA'S TACO POCKETS	

MICHELINA'S THAT'ZA PIZZA

<u>No.</u>	<u>Mark</u>
27.	MICRO-SHIELD
28.	PEOPLE PLEASERS
29.	PIZZA KWIK
30.	PORTS OF CALL
31.	ROCKIN' TACOS
32.	SIGNATURE RECIPES
33.	TRADITIONAL FAVORITES

34. ZAP 'EMS

26.

SCHEDULE E Trademarks - Reel/Frame No. 2263/0253

	U.S. Federal Trademark Registrations		
No.	Mark	Reg. No.	
1.	CARLOS & MARIA'S	2646245	
2.	CRISP 'N FLAKY	2226893	
3.	EVERYTHING'S PREMIUM BUT THE PRICE	1970347	
4.	HOWLIN' COYOTE	1871756	
5.	MICHELINA'S LUIGINO HEAD MARK	1690697	
6.	MICHELINA'S	1712572	
7.	MICHELINA'S PIZZA SNACK ROLLS	2766991	
8.	MICHELINA'S SIGNATURE	2256005	
9.	ZAP 'EMS	2821708	
10.	KRISP 'N FLAKY	2005411	
11.	LUIGINO'S	1692175	
12.	LUIGINO'S BAKERY FRESH SUBS	2815298	
13.	THE PASTA BOWL	1717188	
	U.S. Federal Pending Trademark Applications		
No.	Mark	App. No.	
14.	MICHELINA'S STIR CRAZY	76033062	
15.	MICHELINA'S CORN DAWGS	76033060	
16.	MICHELINA'S PIZZA PASTA	76033063	

Page 8

RECORDED: 05/17/2004