

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schwan's IP, LLC		12/22/2005	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Hot Stuff Foods, LLC		
Street Address:	2930 W. Maple Street		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57118-5210		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2355343	BLAZIN'	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612/371-5395		
Email:	rerickson@merchant-gould.com		
Correspondent Name:	Gregory C. Golla		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	11503.205US01		
NAME OF SUBMITTER:	Gregory C. Golla		
Signature:	/Gregory Golla/		
Date:	04/06/2006		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Schwan's IP LLC, a Minnesota Limited Liability Company, having an address of 115 West College Drive Marshall Minnesota 56258 ("Assignor") is the owner of the "BLAZIN'" word mark (subject to federal trademark registration at U.S. Reg. No. 2,355,343) and the "BLAZIN'" design mark (subject to federal trademark registration at U.S. Reg. No. 2,168,545) (the "Marks");

WHEREAS, prior to the effective date of this Assignment, Assignor was the owner of the entire right, title and interest in the Marks, free and clear of any liens and encumbrances; and

WHEREAS, Hot Stuff Foods, LLC, a South Dakota limited liability company, having an address of 2930 W. Maple Street, Sioux Falls, SD 57118-5210 ("Assignee"), is desirous of acquiring from Assignor all right, title and interest in and to said Marks, trademark registrations, and associated goodwill;

NOW THEREFORE, the parties hereby agree, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to the following terms and conditions:

1. Assignment Grant: Assignor hereby sells, assigns and transfers, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Marks, said U.S. registrations and all common law trademark rights in said Marks, subject to payment from Assignee in the amount set forth in section 2.

2. Transfer Price: Assignee shall pay Assignor a total amount of \$2,000 for the Marks, to be paid in one (1) payment. Said payment is payable within ten (10) days after the signing of this Assignment.

3. Transfer Back to Assignor: In the event Assignee does not make the payments as set forth in section 2, ownership of the Marks shall automatically revert back to Assignor and Assignee agrees to execute all documents as requested by Assignor to establish such transfer back to Assignor.

4. Assignee shall be responsible for all maintenance of the Marks, including renewals and other actions required to protect and maintain rights in and to the Marks. Upon Assignee's reasonable request and at Assignee's sole expense, Assignor shall provide Assignee with information and other reasonable assistance related to the Marks.

5. Upon execution of this Agreement, Assignor shall deliver to Assignee all documents and materials pertaining to the Marks.

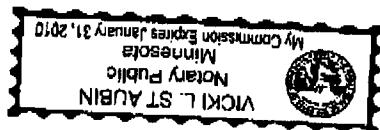
IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative.

SCHWAN'S IP LLC

Dated: 12/22/05 Melanie Gilbert
Assistant Secretary

State of Minnesota)
County of Wagon)

On this 22nd of December, 2005, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Agreement, on his/her behalf and that s/he did so of her/his free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.



Vicki L. St. Aubin
Notary Public

Dated: 12/16/05

Hot Stuff Foods, LLC
[Signature]
SVP.

State of South Dakota)
County of Minnehaha)

On this 16th of December, 2005, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Agreement, on his/her behalf and that s/he did so of her/his free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.

[Signature]
Notary Public

LISA STEINHOUSE
Notary Public, Minnehaha County, South Dakota
My Commission Expires September 7, 2007

