

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MICHAEL FOODS GROUP, INC.		06/29/2010	CORPORATION: DELAWARE
MFI MIDCO CORPORATION		06/29/2010	CORPORATION: DELAWARE
MICHAEL FOODS, INC.		06/29/2010	CORPORATION: DELAWARE
MICHAEL FOODS OF DELAWARE, INC.		06/29/2010	CORPORATION: DELAWARE
CASA TRUCKING, INC.		06/29/2010	CORPORATION: MINNESOTA
CRYSTAL FARMS REFRIGERATED DISTRIBUTION COMPANY		06/29/2010	CORPORATION: MINNESOTA
MINNESOTA PRODUCTS, INC.		06/29/2010	CORPORATION: MINNESOTA
NORTHERN STAR CO.		06/29/2010	CORPORATION: MINNESOTA
PAPETTI'S HYGRADE EGG PRODUCTS, INC.		06/29/2010	CORPORATION: MINNESOTA
M.G. WALDBAUM COMPANY		06/29/2010	CORPORATION: NEBRASKA
FARM FRESH FOODS, INC.		06/29/2010	CORPORATION: NEVADA
WFC, INC.		06/29/2010	CORPORATION: WISCONSIN
WISCO FARM COOPERATIVE		06/29/2010	CORPORATION: WISCONSIN
ABBOTSFORD FARMS, INC.		06/29/2010	CORPORATION: MINNESOTA
MFI FOOD ASIA, LLC		06/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
MFI INTERNATIONAL, INC.		06/29/2010	CORPORATION: MINNESOTA

CH \$2515.00 3551507

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	1455 MARKET STREET
<b>City:</b>	SAN FRANCISCO
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 100

**900166730**

**TRADEMARK  
 REEL: 004240 FRAME: 0093**

Property Type	Number	Word Mark
Registration Number:	3551507	ABBOTSFORD FARMS
Registration Number:	3482601	ALL EGGS
Registration Number:	3629112	ALL WHITES
Registration Number:	2183092	ALLWHITES
Registration Number:	3547980	ALL DAY CAFE
Registration Number:	1652525	ANGEL-WHIP
Registration Number:	1675986	BAKER'S PRIDE
Registration Number:	2070096	BETTER'N EGGS
Registration Number:	3666496	BETTER 'N EGGS
Registration Number:	3425190	BETTER 'N EGGS PLUS
Registration Number:	2788871	BRING IT ON
Registration Number:	1662608	BROKE N' READY
Registration Number:	1738492	BUTTERSWEET
Registration Number:	1719553	CACKLEBERRIES
Registration Number:	3706889	CAGE FREE
Registration Number:	2973842	CHEESE FROM THE HEART OF DAIRY COUNTRY
Registration Number:	2411032	CHEEZOIDS
Registration Number:	2215004	CHEF'S OMELETS
Registration Number:	1063046	CLUCK
Registration Number:	2698580	CRESCENT VALLEY
Registration Number:	3521836	CRYSTAL FARMS
Registration Number:	3761658	CRYSTAL FARMS
Registration Number:	3761656	CRYSTAL FARMS
Registration Number:	2091007	CRYSTAL FARMS SINCE 1926
Registration Number:	3641104	CRYSTAL FARMS
Registration Number:	1481746	DANTEX
Registration Number:	1740644	DAVID'S DELI
Registration Number:	2069125	DEEP CHILL
Registration Number:	1719555	
Registration Number:	1656372	
Registration Number:	2471488	DINER'S CHOICE
Registration Number:	3056175	EASY EGGS
Registration Number:	1616900	EASY EGGS
Registration Number:	3534749	EASY EGGS

Registration Number:	3238348	EASY EGGS
Registration Number:	3474048	EAT HEALTHY. BE HEALTHY.
Registration Number:	1709417	EGG MATES
Registration Number:	3387160	EGG NUGGETS
Registration Number:	3276366	EGGS EXPRESS
Registration Number:	1673895	EGGSTARTS
Registration Number:	3221625	EGG VANTAGE
Registration Number:	3536771	EXPLORE BEYOND BREAKFAST
Registration Number:	1573636	FREEEGGS
Registration Number:	3389731	FROM THE HEART OF DAIRY COUNTRY
Registration Number:	3340953	FROM THE HEART OF DAIRY COUNTRY
Registration Number:	3353511	FROZE 'N READY
Registration Number:	3349760	FROZE 'N READY
Registration Number:	1653814	GOURMET CHEFS BLEND
Registration Number:	3538423	HAVE A BETTER DAY!
Registration Number:	3096313	HEADSTART ON HOMEMADE
Registration Number:	1622718	HEALTHY MORN
Registration Number:	1662607	HY-TEX
Registration Number:	1672698	JERSEY PRIDE
Registration Number:	1723015	LENOX PRIDE
Registration Number:	1861424	LIKE EGGS
Registration Number:	1575312	LITE -N- HEARTY
Registration Number:	3125034	LITTLE CHUNKS
Registration Number:	1647535	NUTRI LIFE
Registration Number:	3013125	OVAMAY
Registration Number:	2089230	P PASTEURIZED
Registration Number:	1609936	PAPETTI'S
Registration Number:	1582800	PAPETTI'S
Registration Number:	3224492	PAPETTI'S
Registration Number:	3396039	PAPETTI'S
Registration Number:	3547976	PLUS+
Registration Number:	1718433	QUAKER STATE FARMS INC. KLINGERSTOWN-PA-17941
Registration Number:	1673894	QUICK EGG
Registration Number:	2636526	QUICK WHITES
Registration Number:	3510152	SIGNATURE SELECTIONS

**TRADEMARK**

**REEL: 004240 FRAME: 0095**

Registration Number:	1766860	SIMPLY EGGS
Registration Number:	2374745	SIMPLY POTATOES
Registration Number:	1596986	SIMPLY POTATOES
Registration Number:	1758515	SMART EGGS
Registration Number:	1637708	TABLE READY
Registration Number:	3450973	TABLE READY
Registration Number:	1687263	THE RIGHT EGG
Registration Number:	1783536	THE RIGHT EGG FOR EVERY USE
Registration Number:	1620182	WESTFIELD FARMS
Registration Number:	2791671	WHIPPIN' WHITES
Serial Number:	78544603	ALL WHITES PLUS
Serial Number:	78544615	BETTER 'N EGGS PLUS
Serial Number:	85018638	CRYSTAL FARMS
Serial Number:	77771583	FRESH FROM CRYSTAL FARMS TO YOUR TABLE
Serial Number:	77770991	FRESH FROM CRYSTAL FARMS TO YOUR TABLE
Serial Number:	85019245	MORNING CHOICE
Serial Number:	77816187	NORTHERN STAR POTATOES
Serial Number:	85005064	OMELET ON-THE-GO
Serial Number:	77920447	OVABAKE
Serial Number:	77921358	O
Serial Number:	77781846	PIZZERIA
Serial Number:	77657781	SIMPLY MACARONI & CHEESE
Serial Number:	77908145	SIMPLY POTATOES
Serial Number:	77871860	SIMPLY POTATOES STEAMABLES
Serial Number:	77908150	SIMPLY POTATOES. SIMPLY BETTER.
Serial Number:	77871855	SIMPLY STEAMABLES
Serial Number:	77691650	TABLE READY MELTZ
Serial Number:	77941782	FRESH FROM TO YOUR TABLE CRYSTAL FARMS SIMPLY POTATOES FRESH POTATOES. NEVER FROZEN. SHREDDED HASH BROWNS
Serial Number:	77941783	SIMPLY POTATOES
Registration Number:	2358319	
Registration Number:	1900032	

CORRESPONDENCE DATA

Fax Number: (646)848-4455

**TRADEMARK**  
**REEL: 004240 FRAME: 0096**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-848-4455  
Email: jlik@shearman.com  
Correspondent Name: Gloria Jung  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/645
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	07/12/2010

**Total Attachments: 24**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated June 29, 2010, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A., as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Michael Foods Group, Inc. (f/k/a M-Foods Holdings, Inc.), a Delaware corporation, has entered into a Credit Agreement dated as of June 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with MFI Midco Corporation, a Delaware corporation (“*Holdings*”), Bank of America, N.A., as the Swing Line Lender, the L/C Issuer and the Administrative Agent, the other Agents named therein and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 29, 2010 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in

United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “Collateral,” shall not include any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.



IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MICHAEL FOODS GROUP, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Chief Financial Officer and  
Senior Vice President

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

MFI MIDCO CORPORATION

By Mark Westphal  
Name: Mark W. Westphal  
Title: Chief Financial Officer and  
Senior Vice President

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

MICHAEL FOODS, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Senior Vice President and  
Chief Financial Officer

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

MICHAEL FOODS OF DELAWARE, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

CASA TRUCKING, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

CRYSTAL FARMS REFRIGERATED  
DISTRIBUTION COMPANY

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

MINNESOTA PRODUCTS, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

NORTHERN STAR CO.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

PAPETTI'S HYGRADE EGG PRODUCTS, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

M.G. WALDBAUM COMPANY

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

FARM FRESH FOODS, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
3840 N. Civic Center Drive "B"  
North Las Vegas, NV 89030  
Attn: Mark D. Witmer

WFC, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
450 North CP Avenue  
Lake Mills, WI 53551  
Attn: Mark D. Witmer

WISCO FARM COOPERATIVE

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
450 North CP Avenue  
Lake Mills, WI 53551  
Attn: Mark D. Witmer

ABBOTSFORD FARMS, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Chief Financial Officer

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

MFI FOOD ASIA, LLC

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

MFI INTERNATIONAL, INC.

By Mark Westphal  
Name: Mark W. Westphal  
Title: Vice President - Finance

Address for Notices:  
301 Carlson Parkway, Suite 400  
Minnetonka, Minnesota 55305  
Attn: Mark D. Witmer

*Michael Foods Group, Inc. - IP Security Agreement*

**TRADEMARK**  
**REEL: 004240 FRAME: 0106**

**Schedule A to the IP Security  
Agreement Supplement**

**Patents**

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium fried egg	U.S.	7,288,279	10/165,043	06/06/02	10/30/07
Michael Foods of Delaware, Inc.	Formulation and process to prepare a pre-formed filling unit	U.S.	7,241,469	10/161,052	5/30/02	7/10/07
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,814,999	10/322,102	12/17/02	11/09/04
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,524,638	10,063,552	5/2/02	2/25/03
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,475,550	10/026,597	12/18/01	11/5/02
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	U.S.	6,413,572	09/644,103	8/23/00	7/2/02
Michael Foods, Inc.	Aqueous extraction process to selectively remove phospholipids from egg yolks	U.S.	6,217,926	09/342,759	6/29/99	4/17/01
Michael Foods of Delaware, Inc.	Apparatus of producing extended refrigerated shelf-like bakeable liquid egg	U.S.	5,465,655	08/377,162	1/24/95	11/14/95
Papetti's Hygrade Egg Products, Inc.	Method of producing cholesterol-free egg products with an extended refrigerated shelf life and products produced thereby	U.S.	4,971,827	07/495,000	4/19/90	11/20/90
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium formulated fried egg	U.S.	7,338,681	11/150,034	6/10/05	3/4/08

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium formulated fried egg	U.S.	7,709,039	11/971,011	1/8/08	5/4/10
Michael Foods, Inc.	Egg Nuggets	U.S.	7,713,571	10/800577	3/15/2004	5/11/2010
Michael Foods, Inc.	Aqueous extraction process to selectively remove phospholipids from egg yolk	Mexico	222,253	200100231	6/30/99	11/1/02
Michael Foods, Inc.	Enhanced precooked egg product and process for formulation of precooked egg products	Canada	2316622	2316622	8/24/00	7/4/06
Michael Foods, Inc.	Methods for automatically making large quantities of pre-cooked eggs having a natural appearance	U.S.	N/A	10/741,793	12/19/03	N/A
Michael Foods, Inc.	Egg products with particulates	U.S.	N/A	11/560,273	11/15/06	N/A
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium formulated fried egg	U.S.	N/A	12/762,494	4/19/10	N/A
Michael Foods of Delaware, Inc.	Formulation and process to prepare a premium formulated fried egg	U.S.	N/A	11/861,755	9/26/07	N/A
Michael Foods, Inc.	Formulation and process to prepare a pre-formed filling unit	U.S.	N/A	12/069,585	10/31/07	N/A
Michael Foods, Inc.	Method of preparing egg nuggets	U.S.	N/A	12/210,436	9/15/08	N/A
Michael Foods, Inc.	Methods and devices for automatically making large quantities of pre-cooked eggs having a natural appearance	Canada	N/A	2550364	12/17/04	N/A
Michael Foods, Inc.	Methods and devices for automatically making large quantities of pre-cooked eggs having a natural appearance	Mexico	N/A	2006006695	12/17/04	N/A
Michael Foods, Inc.	Egg nuggets	Canada	N/A	2500125	3/10/05	N/A
Michael Foods, Inc.	Liquid egg yolk product comprising lysopholipoprotein	Canada	N/A	CA2004/000 572	4/16/04	N/A



<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Michael Foods, Inc.	Liquid egg yolk product comprising lysopholipoprotein	Europe	N/A	047277975	4/16/04	N/A

**Schedule B to the IP Security  
Agreement Supplement**

**Trademarks**

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Michael Foods of Delaware, Inc.	ABBOTSFORD FARMS	U.S.	3,551,507	77/370960	1/14/08	12/23/08
Michael Foods of Delaware, Inc.	ALL EGGS	U.S.	3,482,601	77/059,210	12/7/06	8/5/08
Michael Foods of Delaware, Inc.	"ALL WHITES" DESIGN	U.S.	3,629,112	77/660,317	1/30/09	5/26/09
Michael Foods of Delaware, Inc.	ALL WHITES	U.S.	2,183,092	75/120704	6/18/96	8/18/98
Michael Foods of Delaware, Inc.	ALL DAY CAFÉ	U.S.	3,547,980	77/343,823	12/4/07	12/16/08
Michael Foods of Delaware, Inc.	ANGEL-WHIP	U.S.	1,652,525	74/085,687	8/7/90	7/30/91
Michael Foods of Delaware, Inc.	BAKER'S PRIDE	U.S.	1,675,986	74/084,605	8/3/90	2/18/92
Michael Foods of Delaware, Inc.	BETTER 'N EGGS	U.S.	2,070,096	74/161,478	4/29/91	6/10/97
Michael Foods of Delaware, Inc.	BETTER 'N EGGS	U.S.	3,666,496	77/660,332	1/30/09	8/11/09
Michael Foods of Delaware, Inc.	"BETTER 'N EGGS PLUS" DESIGN	U.S.	3,425,190	77/068573	12/20/06	5/13/08
Michael Foods of Delaware, Inc.	BRING IT ON	U.S.	2,788,871	78/187,165	11/20/02	12/2/03
Michael Foods of Delaware, Inc.	BROKE N' READY	U.S.	1,662,608	74/084,617	8/3/90	10/29/91
Crystal Farms Refrigerated Distribution Co.	BUTTERSWEET	U.S.	1,738,492	74/133,360	1/25/91	12/8/92
Crystal Farms Refrigerated Distribution Co.	CAKLEBERRIES	U.S.	1,719,553	74/144,378	3/4/91	9/22/92
Michael Foods of Delaware, Inc.	"CAGE FREE" DESIGN	U.S.	3,706,889	77/672,201	2/17/09	11/3/09
Crystal Farms Refrigerated Distribution Co.	CHEESE FROM THE HEART OF DAIRY COUNTRY	U.S.	2,973,842	78/305,795	9/26/03	7/19/05
Crystal Farms Refrigerated Distribution Co.	CHEEZOIDS	U.S.	2,411,032	75/419,652	1/19/98	12/5/00

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Michael Foods of Delaware, Inc.	CHEF'S OMELETS	U.S.	2,215,004	75/120,777	6/18/96	12/29/98
Michael Foods of Delaware, Inc.	CLUCK	U.S.	1,063,046	73/100,246	9/17/76	4/12/77
Crystal Farms Refrigerated Distribution Co.	CRESCENT VALLEY	U.S.	2,698,580	76/296,614	8/7/01	3/18/03
Crystal Farms Refrigerated Distribution Co.	CRYSTAL FARMS	U.S.	3,521,836	77/224904	7/9/07	10/21/08
Crystal Farms Refrigerated Distribution Co.	CRYSTAL FARMS	U.S.	3,761,658	77/501,673	6/18/08	N/A
Crystal Farms Refrigerated Distribution Co.	CRYSTAL FARMS	U.S.	3,761,656	77/501,475	6/18/08	N/A
Crystal Farms Refrigerated Distribution Co.	"CRYSTAL FARMS" DESIGN	U.S.	2,091,007	75/134,310	7/15/96	8/26/97
Crystal Farms Refrigerated Distribution Co.	"CRYSTAL FARMS" DESIGN	U.S.	3,641,104	77/562419	9/4/08	6/16/09
Michael Foods of Delaware, Inc.	DANTEX	U.S.	1,481,746	73/675,203	7/30/87	3/22/88
Crystal Farms Refrigerated Distribution Co.	DAVID'S DELI	U.S.	1,740,644	74/189,712	7/29/91	12/15/92
Michael Foods of Delaware, Inc.	DEEP CHILL	U.S.	2,069,125	75/080,934	3/29/96	6/10/97
Michael Foods of Delaware, Inc.	"HEART AMERICA" DESIGN	U.S.	1,719,555	74/171,395	5/29/91	9/22/92
Michael Foods of Delaware, Inc.	"CHEF" DESIGN	U.S.	1,656,372	74/084,571	8/03/90	9/10/91
Northern Star Co.	DINER'S CHOICE	U.S.	2,471,488	76/053,445	5/19/00	7/24/01
Michael Foods, Inc.	EASY EGGS	U.S.	3,056,175	78/253,519	5/23/03	1/31/06
Michael Foods of Delaware, Inc.	EASY EGGS	U.S.	1,616,900	74/019,499	1/16/90	10/9/90
Michael Foods of Delaware, Inc.	EASY EGGS	U.S.	3,534,749	77/152,800	4/10/07	11/18/08
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	U.S.	3,238,348	78/732,613	10/13/05	5/1/07
Michael Foods of Delaware, Inc.	EAT HEALTHY. BE HEALTHY.	U.S.	3,474,048	78/943150	8/2/06	7/22/08

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Michael Foods of Delaware, Inc.	EGG MATES	U.S.	1,709,417	74/029,481	2/16/90	8/18/92
Michael Foods of Delaware, Inc.	EGG NUGGETS	U.S.	3,387,160	78/741691	10/27/05	2/19/08
Michael Foods of Delaware, Inc.	EGGS EXPRESS	U.S.	3,276,366	78/494851	10/5/04	8/7/07
Michael Foods of Delaware, Inc.	"EGG STARTS" DESIGN	U.S.	1,673,895	74/029,483	2/16/90	1/28/92
Michael Foods of Delaware, Inc.	EGG VANTAGE	U.S.	3,221,625	78/714,463	9/16/05	3/27/07
Michael Foods of Delaware, Inc.	EXPLORE BEYOND BREAKFAST	U.S.	3,536,771	77/449,462	4/16/08	11/25/08
Michael Foods of Delaware, Inc.	FREEGGS	U.S.	1,573,636	73/797,141	5/1/89	12/26/89
Michael Foods of Delaware, Inc.	FROM THE HEART OF DAIRY COUNTRY	U.S.	3,389,731	78/504417	10/22/04	2/26/08
Michael Foods of Delaware, Inc.	FROM THE HEART OF DAIRY COUNTRY	U.S.	3,340,953	78/504,419	10/22/04	11/20/07
Michael Foods of Delaware, Inc.	FROZE 'N READY	U.S.	3,353,511	78/666,489	7/8/05	12/11/07
Michael Foods of Delaware, Inc.	"FROZE 'N READY" DESIGN	U.S.	3,349,760	78/732,385	10/13/05	12/4/07
Michael Foods of Delaware, Inc.	GOURMET CHEF'S BLEND	U.S.	1,653,814	74/084,606	8/3/90	8/13/91
Michael Foods of Delaware, Inc.	HAVE A BETTER DAY!	U.S.	3,538,423	77/379,229	1/24/08	11/25/08
Michael Foods, Inc.	HEADSTART ON HOMEMADE	U.S.	3,096,313	78/238,369	4/16/03	5/23/06
Michael Foods of Delaware, Inc.	HEALTHY MORN	U.S.	1,622,718	74/008,579	12/7/89	11/13/90
Michael Foods of Delaware, Inc.	HY-TEX	U.S.	1,662,607	74/084,612	8/3/90	10/29/91
Michael Foods of Delaware, Inc.	JERSEY PRIDE	U.S.	1,672,698	74/092,761	8/30/90	1/21/92
Michael Foods of Delaware, Inc.	LENOX PRIDE	U.S.	1,723,015	74/134,486	1/29/91	10/6/92
Michael Foods of Delaware, Inc.	LIKE EGGS	U.S.	1,861,424	74/320,753	10/6/92	11/01/94
Michael Foods of Delaware, Inc.	LITE-N-HEARTY	U.S.	1,575,312	73/799,657	5/12/89	1/2/90
Crystal Farms Refrigerated Distribution Co.	LITTLE CHUNKS	U.S.	3,125,034	78/305,772	9/26/03	8/1/06

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Michael Foods of Delaware, Inc.	"NUTRI LIFE" DESIGN	U.S.	1,647,535	73/826,717	9/21/89	6/11/91
Michael Foods of Delaware, Inc.	OVAMAY	U.S.	3,013,125	78/387,661	3/19/04	11/8/05
Crystal Farms Refrigerated Distribution Co.	"PASTEURIZED" DESIGN	U.S.	2,089,230	75/154,211	8/22/96	8/19/97
Michael Foods of Delaware, Inc.	PAPETTI'S	U.S.	1,609,936	73/799,513	5/12/89	8/14/90
Michael Foods of Delaware, Inc.	"PAPETTI'S" DESIGN	U.S.	1,582,800	73/799,508	5/12/89	2/13/90
Michael Foods of Delaware, Inc.	PAPETTI'S	U.S.	3,224,492	78/775,071	12/16/05	4/3/07
Michael Foods of Delaware, Inc.	"PAPETTI'S" DESIGN	U.S.	3,396,039	78/732639	10/13/05	3/11/08
Michael Foods of Delaware, Inc.	PLUS+	U.S.	3,547,976	77/341,532	11/30/07	12/16/08
Michael Foods of Delaware, Inc.	"QUAKER STATE FARMS" DESIGN	U.S.	1,718,433	74/235,988	1/8/92	9/22/92
Michael Foods of Delaware, Inc.	QUICK EGG	U.S.	1,673,894	74/029,479	2/16/90	1/28/92
Michael Foods of Delaware, Inc.	QUICK WHITES	U.S.	2,636,526	76/079,126	6/20/00	10/15/02
Crystal Farms Refrigerated Distribution Co.	SIGNATURE SELECTIONS	U.S.	3,510,152	78/951712	8/14/06	9/30/08
Michael Foods of Delaware, Inc.	SIMPLY EGGS	U.S.	1,766,860	74/245,007	2/10/92	4/20/93
Northern Star Co.	SIMPLY POTATOES	U.S.	2,374,745	75/664,888	3/19/99	8/8/00
Northern Star Co.	SIMPLY POTATOES	U.S.	1,596,986	73/768,391	12/9/88	5/15/90
Michael Foods of Delaware, Inc.	SMART EGGS	U.S.	1,758,515	74/101,372	9/28/90	3/16/93
Michael Foods of Delaware, Inc.	TABLE READY	U.S.	1,637,708	74/052,611	4/23/90	3/12/91
Michael Foods of Delaware, Inc.	"TABLE READY" DESIGN	U.S.	3,450,973	78/732427	10/13/05	6/17/08
Michael Foods of Delaware, Inc.	THE RIGHT EGG	U.S.	1,687,263	74/067,010	6/8/90	5/12/92
Michael Foods of Delaware, Inc.	THE RIGHT EGG FOR EVERY USE	U.S.	1,783,536	74/067,187	6/8/90	7/20/93
Crystal Farms Refrigerated Distribution Co.	"WESTFIELD FARMS" DESIGN	U.S.	1,620,182	74/021,025	1/22/90	10/30/90

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Michael Foods of Delaware, Inc.	WHIPPIN' WHITES	U.S.	2,791,671	75/822,383	10/13/99	12/9/03
Wisco Farm Cooperative	CRYSTAL FARMS REFRIGERATED DISTRIBUTION COMPANY	Wisconsin	N/A	N/A	N/A	3/1/95
Michael Foods of Delaware, Inc.	ALL WHITES	Mexico	1073956	932461	5/8/08	11/26/08
Michael Foods of Delaware, Inc.	BETTER 'N EGGS	Mexico	1140205	932462	5/8/08	1/28/10
Crystal Farms Refrigerated Distribution Co.	CRYSTAL FARMS	China	6559648	6559648	2/21/08	12/7/09
Crystal Farms Refrigerated Distribution Co.	CRYSTAL FARMS	Japan	5161413	20085761	1/29/08	8/22/08
Crystal Farms Refrigerated Distribution Co.	"CRYSTAL FARMS" DESIGN	Japan	5161412	20085760	1/29/08	8/22/08
Michael Foods of Delaware, Inc.	DANTEX	Mexico	1003918	876316	8/20/07	9/25/07
Michael Foods of Delaware, Inc.	EASY EGGS	Benelux	535069	801571	8/10/93	8/10/93
Michael Foods of Delaware, Inc.	EASY EGGS	Canada	TMA685688	1285300	12/21/05	4/5/07
Michael Foods of Delaware, Inc.	EASY EGGS	CTM	006435051	006435051	11/5/07	10/3/08
Michael Foods of Delaware, Inc.	EASY EGGS	Denmark	1994 6057 VR	1993 4918 VA	8/2/93	9/9/94
Michael Foods, Inc.	EASY EGGS	Finland	137750	N/A	7/30/93	5/22/95
Michael Foods of Delaware, Inc.	EASY EGGS	France	93480356	93480356	8/13/93	8/13/93
Michael Foods of Delaware, Inc.	EASY EGGS	Germany	2071928	F42 741/29 WZ	7/29/93	7/19/94
Michael Foods of Delaware, Inc.	EASY EGGS	Italy	00674751	UD93C000156	8/24/93	3/29/96
Michael Foods, Inc.	EASY EGGS	Italy	1079285	(original application above) UD/2003/357	10/24/03	11/27/07
Michael Foods of Delaware, Inc.	EASY EGGS	Japan	3297265	H06-102472	10/7/94	4/25/97

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Michael Foods of Delaware, Inc.	EASY EGGS	Sweden	258451	1993 06949	8/2/93	5/27/94
Michael Foods, Inc.	EASY EGGS	Switzerland	415279	1993 9530	7/30/93	7/30/93
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	China	6301895	6301895	9/28/07	10/7/09
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Hong Kong	300941931	300941931	8/27/07	8/27/07
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Philippines	42007009411	42007009411	8/29/07	8/29/07
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Singapore	T0717814D	T071784D	8/28/07	4/30/08
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Taiwan	1338666	096043485	9/11/07	11/16/08
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Thailand	TM295311	671684	8/29/07	3/25/09
Pureggs Brands, Inc.  Note: Assigned to Michael Foods, Inc. on January 12, 2005	"EGG STARTS" DESIGN	Canada	TMA632508	1186196	7/31/03	2/9/05
Michael Foods of Delaware, Inc.	FROZE 'N READY	Cuba	20050745	20050745	12/9/05	1/28/08
Michael Foods of Delaware, Inc.	FROZE 'N READY	Japan	5002693	2005114962	12/7/05	11/10/06
Michael Foods, Inc.	FROZE 'N READY	Puerto Rico	67235	67235	12/23/05	12/23/05
Michael Foods of Delaware, Inc.	MICHAEL FOODS	Canada	TMA550082	1020849	6/30/99	8/23/01
Michael Foods of Delaware, Inc.	MICHAEL FOODS	Mexico	775354	540083	3/20/02	1/28/03
Northern Star Co.	NORTHERN STAR	Japan	3178216	1993-063349	6/25/93	7/31/96
Michael Foods of Delaware, Inc.	OVAMAY	Canada	TMA674644	1215336	4/23/04	10/12/06
Michael Foods of Delaware, Inc.	OVAMAY	CTM	5512231	5512231	11/30/06	11/13/07
Michael Foods of Delaware, Inc.	OVAMAY	Mexico	1003360	875505	8/15/07	9/20/07
Michael Foods, Inc.	PAPETTI'S	Costa Rica	93935	95002	6/7/95	11/22/95

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Michael Foods, Inc.	PAPETTI'S	CTM	77479	77479	4/1/96	3/30/98
Michael Foods of Delaware, Inc.	PAPETTI'S	Japan	2566458	2-095788	8/24/90	8/31/93
Michael Foods of Delaware, Inc.	PAPETTI'S	Mexico	391441	96978	9/25/90	2/28/91
Michael Foods of Delaware, Inc.	"PAPETTI'S" DESIGN	Japan	2540397	295787	8/24/90	5/31/93
Michael Foods of Delaware, Inc.	"PAPETTI'S" DESIGN	Mexico	392016	96856	9/24/90	3/4/91
Michael Foods, Inc.	"TABLE READY" DESIGN	Mexico	1121764	777650	4/17/06	9/22/09
Michael Foods, Inc.	"TABLE READY" DESIGN	Puerto Rico	72073	N/A	N/A	6/11/08
Michael Foods of Delaware, Inc.	ALL WHITES PLUS	U.S.	N/A	78/544,603	1/10/05	N/A
Michael Foods of Delaware, Inc.	BETTER 'N EGGS PLUS	U.S.	N/A	78/544,615	1/10/05	N/A
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS	U.S.	N/A	85/018638	4/20/10	N/A
Crystal Farms Refrigerated Distribution Company	FRESH FROM CRYSTAL FARMS TO YOUR TABLE	U.S.	N/A	77/771,583	6/30/09	N/A
Crystal Farms Refrigerated Distribution Company	N/A	U.S.	N/A	77/770,991	6/30/09	N/A
Michael Foods of Delaware, Inc.	MORNING CHOICE	U.S.	N/A	85/019245	4/21/10	N/A
Michael Foods of Delaware, Inc.	NORTHERN STAR POTATOES	U.S.	N/A	77/816187	8/31/09	N/A
Michael Foods of Delaware, Inc.	OMELET-ON-THE-GO	U.S.	N/A	85/005,064	4/2/10	N/A
Michael Foods of Delaware, Inc.	OVABAKE	U.S.	N/A	77/920,447	1/26/10	N/A
Michael Foods of Delaware, Inc.	O	U.S.	N/A	77/921358	1/27/10	N/A
Michael Foods of Delaware, Inc.	PIZZERIA	U.S.	N/A	77/781,846	7/15/09	N/A
Michael Foods of Delaware, Inc.	SIMPLY MACARONI & CHEESE	U.S.	N/A	77/657,781	1/27/09	N/A



<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Michael Foods of Delaware, Inc.	SIMPLY POTATOES	U.S.	N/A	77/908,145	1/8/10	N/A
Michael Foods of Delaware, Inc.	SIMPLY POTATOES STEAMABLES	U.S.	N/A	77/871,860	11/13/09	N/A
Michael Foods of Delaware, Inc.	SIMPLY POTATOES SIMPLY BETTER	U.S.	N/A	77/908,150	1/8/10	N/A
Michael Foods of Delaware, Inc.	SIMPLY STEAMABLES	U.S.	N/A	77/871,855	11/13/09	N/A
Michael Foods of Delaware, Inc.	TABLE READY MELTZ	U.S.	N/A	77/691,650	3/16/09	N/A
Michael Foods of Delaware, Inc.	TRADE DRESS: SIMPLY POTATOES PACKAGE	U.S.	N/A	77/941,782	2/22/10	N/A
Michael Foods of Delaware, Inc.	TRADE DRESS: SIMPLY POTATOES PACKAGE (color)	U.S.	N/A	77/941,783	2/22/10	N/A
Michael Foods of Delaware, Inc.	ABBOTSFORD FARMS	Canada	N/A	1399843	6/6/08	N/A
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Indonesia	N/A	D002008000755	1/9/08	N/A
Michael Foods of Delaware, Inc.	"EASY EGGS" DESIGN	Malaysia	N/A	200721526	11/1/07	N/A
Michael Foods, Inc.	"EASY EGGS" DESIGN	Mexico	N/A	TBA	N/A	N/A
Michael Foods, Inc. Note: Assignment to Michael Foods of Delaware, Inc. pending.	FROZE 'N READY	Mexico	N/A	755150	12/7/05	N/A
Michael Foods, Inc. Note: Assignment to Michael Foods of Delaware, Inc. filed, but not confirmed.	MICHAEL FOODS	Mexico	N/A	540082	3/20/02	N/A
Michael Foods of Delaware, Inc.	"PAPETTI'S" DESIGN	China	N/A	6792598	6/19/08	N/A
Michael Foods of Delaware, Inc.	SIMPLY POTATOES STEAMABLES	Canada	N/A	1466727	1/22/10	N/A
Michael Foods of Delaware, Inc.	SIMPLY STEAMABLES	Canada	N/A	1466726	1/22/10	N/A
Michael Foods of Delaware, Inc.	"TABLE READY" DESIGN	Canada	N/A	1299792	4/13/06	N/A
Northern Star Co.	SIMPLY POTATOES	Canada	573913	1029324	9/17/99	1/17/03

<u>Grantor</u>	<u>Domain Name/Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Crystal Farms Refrigerated Distribution Company	CRYSTAL FARMS SINCE 1926	China	N/A	6606103	3/19/08	N/A
Michael Foods of Delaware, Inc.	P PAPETTIS	France	1611642	233816	8/24/90	8/24/90
Michael Foods of Delaware, Inc.	PAPETTI'S	Germany	1186673	39965	8/24/90	1/18/93
Papetti's Hygrade Egg Products, Inc.	PAPETTI'S	Mexico	392016	392016	9/24/90	9/24/90
Papetti's Hygrade Egg Products, Inc.	PAPETTI'S OF MEXICO	Mexico	465929	145369	7/21/92	7/8/94
Papetti's Hygrade Egg Products, Inc.	PURE PRO	Mexico	498944	235793	6/28/95	7/26/95
Crystal Farms Refrigerated Distribution Company	Design only	U.S.	2,358,319	75/459443	3/30/98	6/13/00
Michael Foods of Delaware, Inc.	Design only	U.S.	1,900,032	74/246928	2/18/92	6/13/95

**(ii) Domain Names**

<b><u>Grantor</u></b>	<b><u>Domain Name/Mark</u></b>
Michael Foods, Inc.	Abbotsfordeggproducts.com
Michael Foods, Inc.	abbotsfordfarms.com
Michael Foods, Inc.	alldaycafe.com
Michael Foods, Inc.	Allwhites.com
Michael Foods, Inc.	allwhitesproteini.com
Michael Foods, Inc.	allwhitesrecipes.com
Michael Foods, Inc.	betterneggs.com
Michael Foods, Inc.	canadianinovatech.ca
Michael Foods, Inc.	canadianinovatech.com
Michael Foods, Inc.	centromay.com
Michael Foods, Inc.	centrova.com
Michael Foods, Inc.	crystalfarms.com
Michael Foods, Inc.	emulsa.com
Michael Foods, Inc.	explorebeyondbreakfast.com
Michael Foods, Inc.	inovatech.biz
Michael Foods, Inc.	inovatech.ca
Michael Foods, Inc.	inovatech.com
Michael Foods, Inc.	inovatech.info
Michael Foods, Inc.	mfilab.com
Michael Foods, Inc.	mgwaldbaum.com
Michael Foods, Inc.	michaelfoods.com.mx
Michael Foods, Inc.	michaelfoods.ca
Michael Foods, Inc.	michaelfoods.cn.com
Michael Foods, Inc.	michaelfoods.com
Michael Foods, Inc.	michaelfoods.net
Michael Foods, Inc.	michaelfoods.org
Michael Foods, Inc.	michaelfoodscanada.ca
Michael Foods, Inc.	MichaelFoodsFarms.com
Michael Foods, Inc.	mikl.com
Michael Foods, Inc.	MKFoods.cn
Michael Foods, Inc.	northernstarpotatoes.com
Michael Foods, Inc.	northern-star.com
Michael Foods, Inc.	papetti.com
Michael Foods, Inc.	papettis.com
Michael Foods, Inc.	papettifoods.com
Michael Foods, Inc.	simplypotatoes.com
Michael Foods, Inc.	simplypotatos.com
Michael Foods, Inc.	theproteini.com
Michael Foods, Inc.	Trilogyegg.com

Michael Foods, Inc.	trilogyeggproducts.ca
Michael Foods, Inc.	trilogyeggs.ca
Michael Foods, Inc.	trilogyproduitsdoeufs.ca

**(iii) Trade Names**

<b><u>Grantor</u></b>	<b><u>Names</u></b>
Michael Foods of Delaware, Inc.	Steamables
Michael Foods of Delaware, Inc.	Michael Foods
Michael Foods of Delaware, Inc.	Northern Star
Michael Foods of Delaware, Inc.	Farm Fresh

**Schedule C to the IP Security  
Agreement Supplement**

**Registered Copyrights**

None.