

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
Marie Callender Pie Shops, Inc.		06/09/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ConAgra Foods RDM, Inc.
Street Address:	One ConAgra Drive
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1719136	CALLENDER'S
Registration Number:	1771650	MARIE CALLENDER'S
Registration Number:	1024794	MARIE CALLENDER'S
Registration Number:	1025427	MARIE CALLENDER'S
Registration Number:	1480957	MARIE CALLENDER'S
Registration Number:	3107917	MARIE CALLENDER'S GRILL
Registration Number:	2592059	MARIE CALLENDER'S RESTAURANT & BAKERY
Registration Number:	3190897	RAZZLEBERRY

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-862-6371
 Email: renee.prescan@kirkland.com
 Correspondent Name: Renee Prescan
 Address Line 1: 300 North LaSalle Street

900194178

TRADEMARK
REEL: 004559 FRAME: 0679

CH \$215.00 1719136

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	42447-19 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/10/2011

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated June 9, 2011 (the "Effective Date"), is made by Marie Callender Pie Shops, Inc., a California corporation ("Assignor") in favor of ConAgra Foods RDM, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor, Assignee and Perkins & Marie Callender's Inc. are parties to that certain Asset Purchase Agreement (the "Purchase Agreement") and a related License Agreement (the "License Agreement") each dated as of the date hereof ; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell and assign to Assignee, and Assignee agreed to purchase and acquire from Assignor, the registrations and applications for the trademarks set forth on Exhibit A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and sets over to Assignee all of Assignor's entire right, title and interest in and to the Assigned Marks, for the United States and all other countries, including, without limitation, any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any other country or multi-national organization, now or hereafter in effect, and the goodwill of the business associated with such marks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all rights to collect royalties and proceeds in connection therewith (except as set forth in the License Agreement or the Purchase Agreement), rights to sue or bring other claims for past, present or future infringement, misappropriation or dilution of, or other conflict with, the Assigned Marks, and rights to recover damages (including attorneys' fees and expenses) or lost profits in connection therewith.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other country or multi-national registration body, to record Assignee as the assignee and owner of the Assigned Marks.

In accordance with the Purchase Agreement, Assignor shall take all further actions, and provide to Assignee, and to Assignee's successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, powers of attorney, oaths, samples, exhibits, specimens, assignments, or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, or other proceeding that

may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Marks and this Trademark Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) in the implementation or perfection of this Trademark Assignment in all applicable jurisdictions throughout the world.

This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to the conflicts of laws rules of such state.

This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly executed as of the Effective Date.

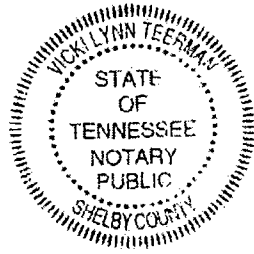
MARIE CALLENDER PIE SHOPS, INC.

By: [Signature]
Name: Joseph F. Trungale
Title: President

State of Tennessee)
County of Shelby) ss.:

On this 9 day of June, 2011, before me, Joseph F. Trungale, President of Marie Callender Pie Shops, Inc., personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
Notary Public

My Commission Expires:
October 15, 2013

Acknowledged:

CONAGRA FOODS RDM, INC.

By: _____
Name:
Title:

State of _____)
County of _____) ss.:

On this ____ day of June, 2011, before me, _____ of ConAgra Foods RDM, Inc., personally appeared and known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Exhibit A

Trademark Applications and Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Classes	Status
CalLENDER'S	U.S.	74/208844 10/2/1991	1719136 9/22/1992	42	Registered
MARIE CalLENDER'S	U.S.	74/247317 2/14/1992	1771650 5/18/1993	29, 30	Registered
MARIE CalLENDER'S	U.S.	73/034676 10/15/1974	1024794 11/11/1975	30	Registered
MARIE CalLENDER'S	U.S.	73/034675 10/15/1974	1025427 11/18/1975	42	Registered
MARIE CalLENDER'S (Stylized) 	U.S.	73/637071 12/24/1986	1480957 3/15/1988	30, 42	Registered
MARIE CalLENDER'S GRILL	U.S.	78/467936 8/16/2004	3107917 6/20/2006	43	Registered
MARIE CalLENDER'S RESTAURANT & BAKERY	U.S.	75/677521 4/8/1999	2592059 7/9/2002	42	Registered
RAZZLEBERRY	U.S.	78/353861 1/19/2004	3190897 1/2/2007	30	Registered
MARIE CalLENDER'S	Canada	0599158 1/20/1988	TMA422102 1/21/1994	29, 30, 43	Registered
MARIE CalLENDER'S	China	2022563 9/6/2001	2022563 10/21/2002	29	Registered
MARIE CalLENDER'S	China	2012008 9/6/2001	2012008 12/28/2002	30	Registered
MARIE CalLENDER'S	Community Trademark	79129 4/1/1996	79129 4/29/1998	30, 42	Registered
MARIE CalLENDER'S	Egypt	9/25/1995	97592 2/20/2000	42	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Classes	Status
MARIE CALLENDER'S	Fiji Islands	01000451	451/2001 9/21/2001	29, 30, 31	Registered
MARIE CALLENDER'S	Hong Kong	200404178AA 11/19/2002	200404178AA 3/22/2004	29, 30	Registered
CALLENDER'S	Japan	H03-111820 10/29/1991	2719561 1/31/1997	30	Registered
CALLENDER'S	Japan	H04-249640 9/30/1992	3219519 11/29/1996	42	Registered
MARIE CALLENDER'S	Japan	H04-157920 8/19/1992	3056685 6/30/1995	29	Registered
MARIE CALLENDER'S	Malaysia	88000161		Unknown due to database and search report limitations	Current status unknown due to database and search report limitations
MARIE CALLENDER'S	Mexico	193369 3/9/1994	460984 5/18/1994	29	Registered
MARIE CALLENDER'S	Mexico	4/21/1992	417929 7/2/1992	29	Registered
MARIE CALLENDER'S	Mexico	193370 3/9/1994	460985 5/18/1994	30	Registered
MARIE CALLENDER'S	Mexico	114776 6/6/1991	429657 1/21/1993	30	Registered
MARIE CALLENDER'S	Mexico	193371 3/9/1994	460986 5/18/1994	42	Registered
MARIE CALLENDER'S	Mexico	6/6/1991	404147 1/23/1992	42	Registered
MARIE CALLENDER'S	New Zealand	180544 5/2/1988	180544 2/25/1993	42	Registered
MARIE CALLENDER'S	South Korea	40-2009-60242 12/7/2009		29	Pending
MARIE CALLENDER'S	South Korea	40-2011-184 1/4/2011		30	Pending
MARIE CALLENDER'S	South Korea	41-1988-005 1/7/1988	10193 7/28/1989	42	Registered
MARIE CALLENDER'S	Taiwan	090037165 9/6/2001	01054631 8/16/2003	29	Registered

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Classes	Status
MARIE CALLENDER'S	Taiwan	090037167 9/6/2001	01000188 5/16/2002	30	Registered
MARIE CALLENDER'S	Taiwan	077002485 1/20/1988	00031600 9/1/1988	7	Registered

Unregistered Marks

MADE WITH THE CARE OF MARIE

CALLENDER'S GRILL