

## TRADEMARK ASSIGNMENT

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 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
MFI FOOD CANADA LTD.		12/12/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Michael Foods of Delaware, Inc.		
Street Address:	301 Carlson Parkway, Suite 400		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55305		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2705009	EMULSA	
CORRESPONDENCE DATA			
Fax Number:	6123351657		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-335-1448		
Email:	eric.paulsrud@leonard.com		
Correspondent Name:	Eric D. Paulsrud		
Address Line 1:	150 South 5th Street, Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	13992.00265		
NAME OF SUBMITTER:	Eric D. Paulsrud		
Signature:	/Eric D. Paulsrud/		
Date:	12/14/2012		
Total Attachments: 1 source=EMULSA - USA RegNo2705009 - Assignment - 12-DEC-2012#page1.tif			

OP \$40.00 2705009

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into effective as of December 12, 2012, by and among MFI FOOD CANADA LTD., a Canadian corporation ("Assignor"), and Michael Foods of Delaware, Inc., a Delaware corporation, 301 Carlson Parkway, Suite 400 Minnetonka, Minnesota 55305 ("Assignee").

WHEREAS, Assignor is the owner of the United States Trademark Registration for the mark EMULSA, Registration No. 2,705,009 and the rights in the EMULSA trademark in the United States of America ("Trademark");

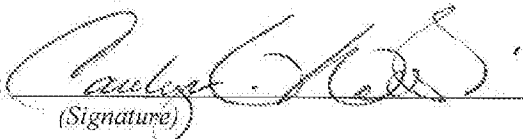
WHEREAS, Assignor desires to assign the Trademark to Assignee and Assignee desires to receive the assignment of the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Assignor does hereby sell, assign and transfer unto Assignee all right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including the registration for the Trademark, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademark and the right to collect damages therefor. Assignor further agrees that upon request, it shall execute any and all documents reasonably necessary to vest all rights, title and interest in and to the Trademark and the registration in Assignee. Assignor makes no representations or warranties concerning the Trademark. This Trademark Assignment does not affect rights outside the United States of America.

This Trademark Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of the Assignee, its successors and assigns. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment as of the date first above written.

MFI FOOD CANADA LTD.

By:   
(Signature)

Its: Vice President & General Counsel  
(Title)