

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Mills, Inc.		09/15/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Diamond Foods, Inc.		
Street Address:	1050 South Diamond Street		
City:	Stockton		
State/Country:	CALIFORNIA		
Postal Code:	95205		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3115217	100 CALORIE POP	
Registration Number:	2192949	JUMBO POP	
Registration Number:	1408825	POP-SECRET	
Registration Number:	1983966	POP SECRET	
Registration Number:	1397053	POP SECRET	
Registration Number:	2953986	CRISPY GLAZED	
CORRESPONDENCE DATA			
Fax Number:	(650)938-5200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 988-8500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Connie L. Ellerbach / Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 4:	Mountain View, CALIFORNIA 94041		
ATTORNEY DOCKET NUMBER:	24579-70		

CH \$165.00 3115217

NAME OF SUBMITTER:	Connie L. Ellerbach
Signature:	/cle1087/
Date:	01/07/2009
Total Attachments: 6 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif source=Trademark Assignment Agreement#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, General Mills, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at Number One General Mills Boulevard, Minneapolis, Minnesota 55426 (hereinafter referred to as “*Assignor*”), has adopted and used the trademarks and owns the trademark applications and registrations set forth on **Exhibit A**, which is attached hereto (the “*Marks*”);

WHEREAS, Diamond Foods, Inc., a corporation organized and existing under the laws of State of Delaware, with its principal place of business at 1050 South Diamond Street, Stockton, California 95205 (hereinafter referred to as “*Assignee*”), wishes to acquire Assignor’s entire right, title and interest in and to the Marks, including the applications and registrations for the Marks set forth on **Exhibit A**; and

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated August 13, 2008 (the “*Asset Purchase Agreement*”), whereby all of Assignor’s right, title and interest in and to the Marks was transferred from Assignor to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor has sold, assigned and transferred, and does hereby sell, assign, transfer and sell unto Assignee, its successors and assigns, all of Assignor’s right, title and interest, including common law rights in the United States of America and all other countries and jurisdictions of the world (to the extent such common law rights exist in such other countries and jurisdictions) in and to the Marks, together with the goodwill of the business symbolized by said Marks, the applications and registrations for the Marks set forth on **Exhibit A**, including all rights to seek and obtain injunctive relief and to recover damages for past, present and future infringement of the Marks subject to and in accordance with Schedule 1.01(a)(7) of the Asset Purchase Agreement.

2. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries and jurisdictions, to record Assignee as the assignee and owner of the Marks registered in the corresponding jurisdiction.

3. The parties agree (a) to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and (b) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder.

4. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Asset Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Asset Purchase Agreement. In the event of any conflict

between the provisions hereof and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

5. This Agreement shall be effective as of the Closing Date (as defined in the Asset Purchase Agreement), and shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

(Remainder of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement as of September , 2008.

ASSIGNOR:

GENERAL MILLS, INC.

By: *D. Malina*
Name: *Dan Malina*
Title: *VP CO*

ASSIGNEE:

DIAMOND FOODS, INC.

By: _____
Name: _____
Title: _____

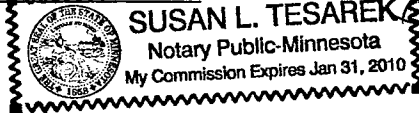
NOTARY CERTIFICATE

State of *Minnesota*

County of *Hennepin*

This instrument was signed or acknowledged before me this *17th* day of *September*, 2008 by *DAN MALINA*, known to me to be the *Vice President* of General Mills, Inc.

Commission Expires



Susan L. Tesarek
Notary Public

(Seal)

(Signature Page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment Agreement as of September , 2008.

ASSIGNOR:

GENERAL MILLS, INC.

By: _____

Name:

Title:

ASSIGNEE:

DIAMOND FOODS, INC.

By: Steven M. Deit

Name: Steven M. Deit

Title: CFO

NOTARY CERTIFICATE

State of _____

County of _____

This instrument was signed or acknowledged before me this ____ day of _____, 2008 by _____, known to me to be the _____ of General Mills, Inc.

Commission Expires

Notary Public

(Seal)

(Signature Page to Trademark Assignment Agreement)

**EXHIBIT A
Marks**

GMI MATTER NO	COUNTRY	MARK	APP. NO.	REG. NO.	STATUS	FILED	REG
72001AR001	ARGENTINA	POP SECRET	2307229	1904206	REGISTERED	09/18/2000	12/31/2002
72001AU001	AUSTRALIA	POP SECRET	563317	563317	REGISTERED	09/09/1991	09/09/1991
72001BR001	BRAZIL	POP SECRET	823180158		PENDING	09/25/2000	
72003CA001	CANADA	POP SECRET BY REQUEST	713498	430637	REGISTERED	09/23/1992	07/22/1994
72006CA001	CANADA	POP QWIZ	684497	419443	REGISTERED	06/28/1991	11/12/1993
72008CA001	CANADA	BUTTERY BURST	770124	453935	REGISTERED	12/06/1994	02/09/1996
72001CA001	CANADA	POP SECRET (STYLIZED)	560069	333739	REGISTERED	04/03/1986	10/30/1987
72001CL001	CHILE	POP SECRET	502025	595640	REGISTERED	09/22/2000	05/10/2001
72001CN001	CHINA	POP SECRET	2000152319	1702963	REGISTERED	09/27/2000	01/21/2002
72001CN002	CHINA	POP SECRET	2000152320	1959393	REGISTERED	09/27/2000	09/21/2002
72001CO001	COLOMBIA	POP SECRET	72572	235537	REGISTERED	09/25/2000	05/04/2001
72001EC001	ECUADOR	POP SECRET	149239	506-05	REGISTERED	09/30/2004	01/13/2005
72001EG001	EGYPT	POP SECRET	136793	136793	REGISTERED	09/27/2000	05/30/2006
72001SV001	EL SALVADOR	POP SECRET	61204-2006	239 BOOK 84	REGISTERED	09/18/2006	05/24/2007
72001EU001	EUROPEAN UNION (CTM)	POP SECRET	4340345	4340345	REGISTERED	03/15/2005	03/08/2006
72001RU002	FEDERATION OF RUSSIA	POP SECRET	2007723282		PENDING	07/30/2007	
72001RU001	FEDERATION OF RUSSIA	POP SECRET	2006702984		PENDING	02/21/2006	
72001FR001	FRANCE	POP SECRET (STYLIZED)	INPI840224	1395072	REGISTERED	02/20/1987	02/20/1987
72001HK001	HONG KONG	POP SECRET	20790/2000	200103815	REGISTERED	09/16/2000	03/30/2001
72001IS001	ICELAND	POP SECRET	1267/1997	1506/1997	REGISTERED	09/15/1997	11/03/1997
72001IN001	INDIA	POP SECRET	1396288		PENDING	08/31/2005	
72001ID001	INDONESIA	POP SECRET	D00-15716	510137	REGISTERED	07/20/2001	07/20/2001
72001IL001	ISRAEL	POP SECRET	141845	141845	REGISTERED	09/14/2000	09/14/2000
72001JP001	JAPAN	POP SECRET	103647	4492632	REGISTERED	09/22/2000	07/19/2001
72001LB001	LEBANON	POP SECRET	96-01- 0770422	84817	REGISTERED	09/19/2000	09/19/2000
72001MY001	MALAYSIA	POP SECRET	2000/13806	00013806	REGISTERED	10/03/2000	10/03/2000
72005MX001	MEXICO	MOVIE THEATER	461002	719397	REGISTERED	12/04/2000	10/29/2001
72001MX001	MEXICO	POP SECRET	433719	665320	REGISTERED	06/29/2000	07/26/2000
72001NZ001	NEW ZEALAND	POP SECRET	623202	623202	REGISTERED	09/14/2000	09/14/2000
72001PA001	PANAMA	POP SECRET	171186		PENDING	05/16/2008	
72001PE001	PERU	POP SECRET	257978	112127	REGISTERED	10/18/2005	02/07/2006
72001PH001	PHILIPPINES	POP SECRET	42000-008048	42000- 008048	REGISTERED	09/21/2000	05/30/2003
72001SA001	SAUDI ARABIA	POP SECRET	67721	611/72	REGISTERED	11/01/2000	01/16/2002
72001SG001	SINGAPORE	POP SECRET	T00/17434H	T00/17434H	REGISTERED	10/04/2000	10/04/2000
72001ZA001	SOUTH AFRICA	POP SECRET	2000/18248	2000/18248	REGISTERED	09/14/2000	08/20/2004
72001KR001	SOUTH KOREA	POP SECRET	40-2002-5568	564939	REGISTERED	02/01/2002	11/07/2003
72001TH001	THAILAND	POP SECRET	436852	TM144232	REGISTERED	10/30/2000	09/24/2001
72001TR001	TURKEY	POP SECRET	2000/20061	2000/20061	REGISTERED	09/21/2000	09/21/2000
72001TC001	TURKS & CAICOS	POP SECRET			COMMON LAW		
72001AE001	UNITED ARAB EMIRATES	POP SECRET	40217	28354	REGISTERED	01/07/2001	04/22/2002

GMI MATTER NO	COUNTRY	MARK	APP. NO.	REG. NO.	STATUS	FILED	REG.
72001GB001	UNITED KINGDOM	POP SECRET	1475936	1475936	REGISTERED	09/06/1991	09/06/1991
72001US003	UNITED STATES	POP SECRET (STYLIZED)	73/576,947	1,408,825	REGISTERED	01/09/1986	09/09/1986
72001US001	UNITED STATES	POP SECRET	688,493	1,983,966	REGISTERED	06/15/1995	07/02/1996
72004US001	UNITED STATES	JUMBO POP	74/736,549	2,192,949	REGISTERED	09/14/1995	10/06/1998
72001US002	UNITED STATES	POP SECRET	549,451	1,397,053	REGISTERED	07/22/1985	06/10/1986
72015US001	UNITED STATES	CRISPY GLAZED	78431522	2,953,986	REGISTERED	06/08/2004	05/17/2005
72016US001	UNITED STATES	100 CALORIE POP	78502193	3,115,217	REGISTERED	10/19/2004	07/11/2006
72018US001	UNITED STATES	SIMPLY BUTTER			COMMON LAW		
72001UY001	URUGUAY	POP SECRET	326.150	326.150	REGISTERED	09/18/2000	03/23/2001
72001VE001	VENEZUELA	POP SECRET	16944-2000	P234017	REGISTERED	09/15/2000	08/27/2001
72001WO001	WIPO ¹	POP SECRET (STYLIZED)	514816	514816	REGISTERED	07/30/1987	07/30/1987

¹ Protection extends to Austria, Benelux, Monaco, Portugal and Switzerland.