

04-17-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE:



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102058679

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Borden/Meadow Gold Dairies Investments, Inc. 4-2-02 Suite 202, One Little Falls Centre, Wilmington, Delaware 19808

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: September 4, 1997

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

2. Name and address of receiving party(ies) Name: Southern Foods Group, L.P. Internal Address: Street Address: 3114 S. Haskell City: Dallas State: Texas Zip: 75223

- Individual(s) citizenship Association General Partnership Limited Partnership Delaware Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

B. Trademark Registration No.(s) 1,331,064

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher A. Munns, Hughes & Luce, L.L.P. Internal Address: Suite 2800 Street Address: 1717 Main Street City: Dallas State: Texas Zip: 75201

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 501343 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Christopher A. Munns Name of Person Signing Signature Date 4/11/02

Total number of pages including cover sheet, attachments, and document: 39

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/16/2002 DBYRNE 00000133 501343 1331064 01 FC:481 40.00 CH

009346.00109:657811.01

TRADEMARK REEL: 002485 FRAME: 0592

TRADEMARK ASSIGNMENT

This Trademark Assignment is made ^{as of} the 4th day of September, 1997, between BORDEN/MEADOW GOLD DAIRIES INVESTMENTS, INC., a Delaware corporation ("Assignor"), and SOUTHERN FOODS GROUP, L.P., a Delaware limited partnership ("Assignee").

WHEREAS,

- I. Assignor has used and is the owner of trademarks listed in Schedule A, together with common law rights therein (hereinafter, the "Trademarks"); and
- II. The Trademarks are the subject of both federal and state registrations and applications, details of which are set out in Schedule A hereto; and
- III. The Trademarks are subject to a license agreement between Borden/Meadow Gold Dairies Investments, Inc. and Borden/Meadow Gold Dairies, Inc., a Delaware corporation, in Ogden, Utah, a copy of which is attached as Schedule B;
- IV. Assignor has agreed to assign to Assignee all rights of Assignor in the Trademarks, including all property, right, title and interest in and to the Trademarks, including the registrations listed in Exhibit A hereto, and the goodwill associated therewith.

NOW THIS DEED WITNESSETH AS FOLLOWS:

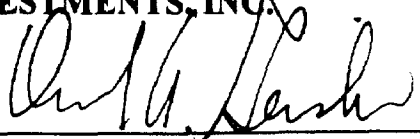
For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Assignor hereby assigns and conveys to Assignee all Assignor's rights in the Trademarks, including all property, right, title, and interest in and to the Trademarks, and the registrations and applications for registration listed in Exhibit A hereto, the common law rights therein, the goodwill associated with the business in which the Trademarks are used, and the right to recover for past infringements thereof, and to collect any royalty thereof, to hold the same unto Assignee absolutely.

Assignor agrees to assist Assignee in any ongoing or future disputes involving the validity, infringement, or ownership of the Trademarks.

IN WITNESS WHEREOF, Assignor has executed this Assignment the date and year first written above.

**BORDEN/MEADOW GOLD DAIRIES
INVESTMENTS, INC.**

By: _____


David A. Geisler, Vice President

Schedule A

<u>TRADEMARK</u>	<u>U.S. OR STATE REGISTRATION NO. OR U.S. APPLICATION NO. (SN)</u>	<u>GOODS INCLUDING:</u>
BLUE VALLEY	U.S. 1,088,264	Ice cream, namely, frozen ice cream packed in bulk in various flavors, in regular, lowfat and fat-free varieties.
BLUEBERRY WAFFLE CRUNCH	S.N. 75/243,256	Ice cream and sherbet.
CHERRY BLOSSOM SWIRL	S.N. 75/245,481	Ice cream and sherbet.
CHOCOLATE MIDNIGHT MADNESS	S.N. 75/243,255	Ice cream and sherbet.
CRANBERRY-RASPBERRY BAY	S.N. 75/209,503	Yogurt.
CRAZY MILK	U.S. 1,991,763	Flavored fresh milk, namely, 2% lowfat milk in various flavors such as blueberry, strawberry, banana, chocolate and chocolate peanut butter cup.
ECON-O-WAY	U.S. 1,661,693	Flavored fresh milk, namely, 1% and 2% lowfat milk, homogenized whole milk, nonfat skim milk, 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk; fluid UHT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically or non-aseptically packed, namely whole milk, 1% and 2% lowfat milk, skim milk and lactose-reduced and lactose free milk.
ECON-O-WAY	U.S. 1,682,452	Fluid fresh milk, namely, 1% and 2% lowfat milk, homogenized whole milk, nonfat skim milk, 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk.
FABULOUS FRUIT SHORTCAKE	S.N. 75/243,473	Ice cream and sherbet.
FARMSTEAD	U.S. 1,406,961	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
FARMSTEAD	U.S. 1,407,842	Fluid fresh milk, namely, 1% and 2% lowfat milk, homogenized whole milk, nonfat skim milk, 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk; fluid UHT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically or non-aseptically packed, namely whole milk, 1% and 2% lowfat milk, skim milk and lactose-reduced and lactose free milk.

FROSTICK	U.S. 311,368	Frozen confections, namely, regular ice cream sherbet and water ice pops on sticks in various flavors and coatings.
FRUIT BLOSSOM DELIGHT	S.N. 75/268,436	Sherbet.
GLACIER CLUB	S.N. 75/125,446	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Alabama 104-950	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Arizona 17,325	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Connecticut 2500	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Florida 911,988	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Georgia T-1146	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Illinois 41,033	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Iowa 3255	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Kansas ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Kentucky 04581	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Louisiana ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Michigan M15-013	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Minnesota 4125	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.

GLACIER CLUB	Mississippi G264	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Missouri 4720	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	New Hampshire ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	New Mexico 9278	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	North Carolina ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Rhode Island 81-3-16	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	South Carolina 2120	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Texas 28,961	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GO LIGHTLY & Design	U.S. 1,331,064	Fluid fresh milk, namely 1% and 2% lowfat milk, homogenized whole milk, nonfat skim milk, 1% and 2% lowfat chocolate milk, whole chocolate milk and skim chocolate milk.
GRAND OLD VANILLA	U.S. 1,064,973	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat free varieties.
HOLLAND DUTCH TREAT	U.S. 746,288	Fluid fresh milk, namely 1% and 2% lowfat milk, homogenized whole milk, nonfat skim milk, 1% and 2% lowfat chocolate milk, whole chocolate milk, and skim chocolate milk; ice cream, namely frozen ice cream packed in bulk in various flavors in regular, lowfat and fat free varieties.
HOLLAND DUTCH & DESIGN	U.S. 1,872,664	Refrigerated yogurt in regular and lowfat varieties.
HONEY ALMOND OASIS	S.N. 75/263,322	Yogurt.
HONEY LIGHT	U.S. 1,637,620	Refrigerated yogurt in regular and lowfat varieties.
JAVA & CREAM	S.N. 75/243,257	Ice cream and sherbet.

LITE-LINE (Stylized Letters)	U.S. 929,657	Fluid fresh milk, namely 1% and 2% lowfat milk, nonfat skim milk, 1% and 2% lowfat chocolate milk, and skim chocolate milk, fluid UHT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically or non-aseptically packed, namely, 1% and 2% lowfat milk and skim milk.
LITE-LINE	U.S. 1,178,356	Refrigerated yogurt in regular, lowfat and fat-free varieties and in various flavors; cottage cheese in regular, lowfat and fat-free varieties.
MALT ASSAULT	S.N. 75/243,258	Ice cream and sherbet.
MARVELOUS MOCHA	S.N. 75/245,478	Ice cream and sherbet.
MEADOW GOLD (Stylized Letters)	U.S. 145,605	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
MEADOW GOLD (Stylized Letters)	U.S. 173,261	Fluid fresh milk, namely, 1% lowfat milk, 2% lowfat milk; homogenized whole milk, nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk and buttermilk, all of these HTST products, being sold in paperboard and plastic containers; fluid HTST cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream, fluid UHT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; fluid UHT cream processed at ultra-high temperatures for sale as refrigerated and non-refrigerated, extended life products packed both aseptically and non-septically, namely, heavy and light, half-and-half and fat-free cream.
MEADOW GOLD (Stylized Letters)	U.S. 281,436	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties; butter in regular, lowfat, salted and unsalted varieties.

MEADOW GOLD (Stylized Letters)

U.S. 285,893

Fluid fresh milk, namely, 1% lowfat milk 2% lowfat milk; homogenized whole milk, nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk and buttermilk, all of these HTST products, being sold in paperboard and plastic containers; fluid HTST cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream, fluid UHT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; fluid UHT cream processed at ultra-high temperatures for sale as refrigerated and non-refrigerated, extended life products packed both aseptically and non-aseptically, namely, heavy and light, half-and-half and fat-free cream.

MEADOW GOLD (Stylized Letters)

U.S. 394,672

Orangeade.

MEADOW GOLD (Stylized Letters)

U.S. 582,470

Fluid fresh milk, namely 1% and 2% lowfat milk, homogenized whole milk; nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk, flavored milk and buttermilk; fluid HTS cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid UHT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, packed both aseptically, or non-aseptically, namely, ice cream and sherbet packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely regular, reduced sugar, and no sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches; ice cream cups, sour cream in regular and lowfat varieties; fruit juices and drinks; cottage cheese and yogurt in regular, lowfat and non-fat varieties.

Fluid fresh milk, namely 1% and 2% lowfat milk, homogenized whole milk; nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk, eggnog and buttermilk; fluid HTS cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid UHT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, packed both aseptically, or non-aseptically, namely, ice cream, frozen yogurt and sherbet packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely regular, reduced sugar, and no sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches; ice cream cups, on sticks in various flavors; ice cream bars and sandwiches; sour cream in regular and lowfat varieties; fruit juices and drinks; cottage cheese and yogurt in regular, lowfat and non-fat varieties; butter and margarine in regular and lowfat varieties.

MEADOW GOLD (Alabama)	103,325
MEADOW GOLD (Arizona)	25439
MEADOW GOLD (Arkansas)	116-87
MEADOW GOLD (California)	085406
MEADOW GOLD (Colorado)	851033105
*MEADOW GOLD (Connecticut)	N/A
MEADOW GOLD (Delaware)	9524
*MEADOW GOLD (Florida)	900621
MEADOW GOLD (Georgia)	7595
MEADOW GOLD (Idaho)	12011
MEADOW GOLD (Illinois)	60299
MEADOW GOLD (Indiana)	5009-8021

MEADOW GOLD (Iowa)	8188
MEADOW GOLD (Kansas)	N/A
MEADOW GOLD (Kentucky)	9465
MEADOW GOLD (Louisiana)	N/A
MEADOW GOLD (Maryland)	87-6790
MEADOW GOLD (Michigan)	M57-057
MEADOW GOLD (Mississippi)	N/A
MEADOW GOLD (Missouri)	9510
MEADOW GOLD (Nebraska)	69145
MEADOW GOLD (Nevada)	N/A
MEADOW GOLD (New Jersey)	7371
MEADOW GOLD (New York)	R24419
MEADOW GOLD (North Carolina)	6987
MEADOW GOLD (Oklahoma)	21254
MEADOW GOLD (Pennsylvania)	976091
MEADOW GOLD (South Carolina)	N/A
MEADOW GOLD (Tennessee)	685 1109
MEADOW GOLD (Texas)	47328
MEADOW GOLD (Utah)	28506
MEADOW GOLD (Virginia)	452

MEADOW GOLD (Wisconsin)	N/A	
MEADOW GOLD (Wyoming)	N/A	
MEADOW LIGHT	U.S. 1,544,637	Calorie-reduced butter; and dairy spread, namely, lowfat butter spread.
MILK WAGON DESIGN	U.S. 1,412,503	Fluid fresh milk, namely 1% and 2% lowfat milk, homogenized whole milk; nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk, all of these HTST products being sold in paperboard and plastic containers; fluid HTST cream, namely whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid UHT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically, or non-aseptically packed, namely whole milk, 1% and 2% lowfat milk, skim milk and lactose-reduced and lactose-free milk; fluid UHT cream processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically or non-aseptically packed, namely heavy whipping, light, half-and-half and fat-free creams; fresh, refrigerated eggnog and UHT eggnog processed at ultra high temperatures in regular, light and fat-free varieties; ice cream and frozen yogurt, namely frozen ice cream, sherbet and yogurt packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely, regular, reduced sugar, and no sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches, ice cream cups and cones, both containing bulk ice cream; cultured products, namely, cottage cheese in regular, lowfat and fat-free varieties, sour cream in regular, lowfat and fat-free varieties, ready-made sour cream dips; sour half-and-half, yogurt in regular, lowfat and fat-free varieties; butter in regular, lowfat and fat-free varieties; creamed cheese in regular and lowfat varieties; orange juice and apple juice.
MINTERRIFIC	S.N. 75/243,254	Ice cream and sherbet.
MOO JUICE	S.N. 75/195,308	Milk and flavored milk.
MOUNTAIN HIGH & DESIGN	U.S. 1,132,793	Refrigerated yogurt in regular lowfat and non-fat varieties.
MOUNTAIN HIGH	U.S. 1,132,794	Refrigerated yogurt in regular, lowfat and non-fat varieties.

OLD FASHIONED RECIPE	U.S. 1,496,023	Ice cream packed in bulk in various flavors.
PACE	U.S. 892,148	Fluid fresh milk, namely, 1% lowfat milk, 2% lowfat milk; homogenized whole milk, nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk and buttermilk; fluid HTST cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream sold in paperboard and plastic containers; fluid UHT milk and cream processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; cottage cheese and sour cream in regular, lowfat and nonfat varieties.
POINSETTIA	U.S. 813,109	Fluid fresh milk, namely, 1% lowfat milk 2% lowfat milk; homogenized whole milk, nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk and butter milk; fluid UHT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically.
RAINBOW RAPTURE	S.N. 75/245,480	Ice cream and sherbet.
READY FRESH PACK	U.S. 1,408,446	Cardboard milk containers.
RICH & FIT	S.N. 75/263,321	Yogurt.
ROYAL DANISH	S.N. 75/285,014	Non-dairy creamer and imitation dairy products, namely, whipped cream, sour cream, vegetable and dairy-based dip mixes.
RUBY RED RASPBERRY	S.N. 75/245,477	Ice cream and sherbet.
SHIELD DESIGN	U.S. 644,259	Fluid fresh milk, namely 1% and 2% lowfat milk, homogenized whole milk; nonfat skim milk; 1% and 2% lowfat chocolate milk, whole chocolate milk, skim chocolate milk; fluid HTST cream, namely whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid UHT milk and cream processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, packed both aseptically, or non-aseptically; ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely, regular, reduced sugar, and no sugar added ice cream pops on stick in various flavors; ice cream bars and sandwiches; ice cream cups and cones; cottage cheese in regular, lowfat and non-fat varieties.

SKIM-LINE	U.S. 1,825,314	Fluid fresh milk, namely, 1% lowfat milk 2% lowfat milk; homogenized whole milk, nonfat skim milk; 1% and 2% lowfat chocolate milk, whole, chocolate milk, skim chocolate milk and buttermilk; fluid UHT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically.
STARFLAKE	U.S. 880,996	Cultured products, namely, refrigerated yogurt, sour cream, creamed cheese, onion dip and creamed cottage cheese in regular, lowfat and fat free varieties.
STRAWBERRY MANGO ISLAND	S.N. 75/254,596	Yogurt
SUPER SCOOP	U.S. 1,194,419	Frozen dessert, namely, ice milk packed in bulk in various flavors.
SVELTE	U.S. 660,410	Low calorie frozen dessert, similar to ice milk, packed in bulk in various flavors.
THE WAY YOGHURTS SUPPOSED TO TASTE	U.S. 1,921,066	Refrigerated yogurt in regular, lowfat and non-fat varieties.
THRISTEE SMASH	S.N. 75/183,282	Fruit flavored juice drinks containing water.
TIC TAC TOE	U.S. 809,357	Ice cream, namely, frozen ice cream and sherbet packed in bulk in various flavors in regular, lowfat and fat-free varieties.
TOTALLY NUTS	S.N. 75/245,479	Ice cream and sherbet.
VANILLA VALLEY	S.N. 75/254,592	Yogurt.
VIVA	S.N. 75/244,533	Low fat fluid milk.
VIVA	U.S. 1,283,514	Fluid fresh milk, namely, 1% lowfat milk 2% lowfat milk; non-fat skim milk; 1% and 2% lowfat chocolate milk, and skim chocolate milk; fat-free cream; fluid UHT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; frozen confections, namely, reduced sugar and non sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches; ice cream cups; sour cream in lowfat and non-fat varieties; cottage cheese and refrigerated yogurt in lowfat and non-fat varieties.
VIVA & DESIGN	U.S. 1,334,580	Ice milk, namely, frozen milk packed in bulk in various flavors.
VIVA-YO	U.S. 1,071,902	Frozen yogurt packed in bulk in various flavors; frozen confections made of yogurt
VIVA-YO (Stylized Letters)	U.S. 1,165,701	Frozen yogurt confections.

SCHEDULE B

See attached

TRADEMARK AND TRADE NAME LICENSE AGREEMENT

AGREEMENT made this ^{3RD} day of APRIL, 1996, between Borden/Meadow Gold Dairies Investments, Inc., a Delaware corporation ("Licensor"), and Borden/Meadow Gold Dairies, Inc., a Delaware corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensor owns the trademarks shown in Appendix A attached for quality milk and other dairy products, fruit juices and drinks, and has obtained United States and foreign trademark registrations therefor; and

WHEREAS, Licensee is a "related company" of Licensor under Sections 5 and 45 of the U.S. Trademark Act;

WHEREAS, Licensee desires to license the trademarks owned by Licensor and seeks to have Licensor grant it the right to do so, all on the terms and conditions hereinafter set out.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. The following terms shall have the meanings set forth below:

- (a) "Initial Term" shall mean the term of this Agreement as defined in Article X.
- (b) "Licensed Trademarks" shall mean (i) the trademarks and trade name listed and described in Appendix A, attached hereto, including the trademark registrations and applications therefor and all common law rights in such trademarks and trade name and any trade dress or label designs associated with such trademarks, and (ii) any such other marks and trade dress or label designs as the parties may agree in writing to add to Appendix A during the term of this Agreement.
- (c) "Products" shall mean only those milk and other dairy products, fruit juices and drinks specifically listed in Appendix A attached hereto.

(d) 'Territory' shall mean all worldwide.

ARTICLE II GRANT OF LICENSE

Section 2.01. Subject to the terms and conditions herein, Licensor hereby grants to Licensee during the Initial Term of this Agreement and any renewals hereof, a nonassignable, exclusive right and license to use the Licensed Trademarks listed in Appendix A on or in connection with the Products listed in Appendix A, for sale to customers in the Territory. Licensee may use the Licensed Trademarks on Product containers, labels, packaging, and shipping cases. Licensee may use the Licensed Trademarks on advertising materials for the Products that have been submitted to and approved by Licensor as provided in Section 3.01. Licensee may sublicense the Licensed Trademarks to others as long as the Licensee holds such sublicensees (hereinafter "Sublicensees") to the same Quality Standards as those set forth in Article VII of this Agreement.

Section 2.02. If Licensee enters into custom manufacturing or co-packing agreements with either United States or foreign-located suppliers who will manufacture or package final Products for the Licensee, Licensee must submit such custom manufacturing agreements or co-packing in draft form to Licensor or Licensor's License Coordinator for prior approval so Licensor can check over the Agreements to make sure they include trademark protection and quality control provisions that safeguard the rights of both the Licensor and Licensee under this Agreement.

Section 2.03. In the event the Licensee develops or acquires additional milk and other dairy products, fruit juices and drinks ("New Licensee Products"), Licensee shall confer in good faith respecting the grant by Licensor to Licensee of a right and license hereunder to use any or all of the Licensed Trademarks in Appendix A on such New Licensee Products in the Territory. If Licensor grants Licensee such a right and license hereunder, Licensor agrees to add such additional products to the list of Products for which the Licensed Trademarks are licensed, and Licensee may sublicense the Licensed Trademarks to others or permit a manufacturing or co-packing agent to affix the mark for use on the New Licensee Products.

Section 2.04. Licensor represents that during the Initial Term and any renewals of this Agreement, it will not license any other party to use the Licensed Trademarks on the Products in Appendix A in the Territory and will not itself sell Products listed in Appendix A identified by the Licensed Trademarks in the Territory.

Section 2.05. Subject to the terms and conditions hereof, Licensee shall have the exclusive right to use or display, or to authorize others to use or display, the Licensed Trademarks for all advertising and promotional purposes in the Territory in connection with the Products, including, but not limited to, uses in (i) publications, (ii) motion pictures, (iii) television broadcasts and cable programming, (iv) philanthropic endeavors, and (v) sporting

events (all such uses are referred to herein as "Collateral Use"). Licensee shall not be obligated to pay to Licensor any royalty or fee in connection with any Collateral Use. Licensee shall also not be obligated to pay to Licensor any royalty or fee in connection with its licensing of use of the Licensed Trademarks to third parties who make and sell goods in the Territory that are collateral to the Products, i.e., applied to promotional third-party goods primarily to promote the Products (referred to hereinafter as "Collateral Goods").

ARTICLE III MARKETING OBLIGATIONS

Section 3.01. Licensee shall periodically review with an individual designated by Licensor ("Licensor's License Coordinator") and obtain approval for all advertising, promotional and point of purchase materials published or distributed by Licensee in connection with which the Licensed Trademarks are used. Such written approval by Licensor's License Coordinator shall not be unreasonably withheld, and if Licensee does not receive such approval within ten (10) days of submission, then such advertising, promotional and point of purchase materials shall be deemed approved.

ARTICLE IV PACKAGING

Section 4.01. If Licensee desires to adopt new cartons or packaging bearing the Licensed Trademarks, which package designs or trade dress are different from those presently used by Licensee, Licensee shall submit to Licensor's License Coordinator at least one (1) representative sample of each such new carton and packaging material and may not use any such materials in connection with the Licensed Trademarks without Licensor's prior written approval, which approval shall not be unreasonably withheld. If Licensee does not receive such approval within ten (10) days of submission to Licensor's License Coordinator, the packaging material shall be deemed approved.

ARTICLE V TRADEMARKS

Section 5.01. Licensor warrants that it is the owner of or has the exclusive right to license the trademark registrations listed in Appendix A and is not aware of any other party with ownership rights in the Territory in any of the marks listed in Appendix A. Licensor will hold Licensee harmless from and against suits, claims or actions by third parties against Licensee alleging trademark infringement arising from Licensee's authorized use of any of the Licensed Trademarks, provided that Licensee or its Sublicensees give Licensor prompt written notice of such suit, claim or action and cooperate fully with Licensor in defending

the same. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in any of the Licensed Trademarks other than as expressly stated herein. Any use of the Licensed Trademarks by Licensee shall inure to the sole benefit of Licensor.

Section 5.02. Licensee or its Sublicensees shall cooperate with Licensor in the protection of the Licensed Trademarks and in connection therewith shall:

(a) Promptly inform Licensor of any third party use of any Licensed Trademark or any infringement or encroachment upon or any misuse whatsoever of any Licensed Trademark which comes to Licensee's or its Sublicensee's attention; and,

(b) Promptly inform Licensor of any claim against Licensee or its Sublicensees that the use of any Licensed Trademark infringes the rights of others or of the institution of any proceeding against Licensee or its Sublicensees predicated upon any such claimed infringement.

Section 5.03. Licensor shall have the sole right to determine what action, if any, shall be taken in respect to any alleged infringements of the Licensed Trademarks, and may settle any such claim in its sole discretion.

Section 5.04. Licensee or any Sublicensee shall not take any action to cause an abandonment or forfeiture of any of Licensor's rights in the Licensed Trademarks and shall not take any action to cancel any registration in the United States or elsewhere of any Licensed Trademark in the name of Licensor or to interfere with any renewal of any such registration. Licensee or any Sublicensee shall reasonably cooperate with and shall not oppose any application by or on behalf of Licensor to register or renew any registration of any Licensed Trademark in the United States or elsewhere.

Section 5.05. Licensee hereby acknowledges and agrees that its or its Sublicensees' use of the Licensed Trademarks shall be subject at all times during the Term of this Agreement to the reasonable control of Licensor in order for Licensor to maintain the consistent standard of quality associated with the Licensed Trademarks. Licensee and its Sublicensees will preserve the good appearance of the Licensed Trademarks wherever and whenever they are used and shall not use any Licensed Trademark in a manner which is likely to derogate from the integrity, distinctiveness or strength of such mark. In particular, whenever the Licensed Trademarks are placed on any media for a period longer than 120 days, such as on vehicles, signs or billboards, Licensee and its Sublicensees will maintain the good appearance of such media and display.

Section 5.06. From time to time, Licensor may determine that a previously published use of the Licensed Trademarks by a Licensee, Sublicensee or manufacturing agent may threaten the value of the Licensed Trademarks, or is otherwise inconsistent with Licensor's quality standards. Upon written notice from Licensor, Licensee shall use its best efforts to

implement Licensor's directions regarding the proper use of the Licensed Trademarks in a timely manner, which period of implementation shall, in no case, exceed thirty (30) days.

ARTICLE VI

ROYALTIES

Section 6.01. Licensee shall pay to Licensor or its successors-in-interest royalties (the "Royalties") in United States Dollars to accounts designated by Licensor in accordance with the provisions set forth in this Section VI.

Section 6.02. With respect to sales of any "Royalty Bearing Products" (as hereinafter defined) during the period beginning on April 3, 1996, the effective date of the Conveyance and Transfer Agreement, transferring among other assets, the trademark registrations, applications and common law rights of Borden, Inc. and BDH Two, Inc., as set out in Appendix A, to Borden/Meadow Gold Investments, Inc., and beginning on April 30, 1996 and on the last day of the first month of each fiscal quarterly period thereafter, Licensee agrees to pay Licensor a "Net Sales Royalty Payment" which shall be an amount equal to (A) the sum of the respective "Net Sales" (as hereinafter defined) of each of the Products sold under the Licensed Marks (or any components thereof) either (x) manufactured in the Territory or (y) manufactured outside the Territory for resale at retail within the Territory, in either case for the immediately preceding fiscal quarterly period (The Products referred to in this Section 6.02 (A) (x) and (y) may be referred to as "Royalty Bearing Products"), multiplied by (B) the royalty rate set forth under the heading "Net Sales Royalty Payment" in Appendix B. For the purpose of calculating royalty payments under this Agreement, "Net Sales" shall mean the gross invoice amount billed by Licensee (or any of its affiliates or Sublicensees) to customers, less customary trade discounts and allowances, returns (up to a maximum return rate of 4% for any fiscal year) and any other deductions generally allowed customers, as normally deducted from sales by Licensee (or any of its affiliates or Sublicensees) for financial reporting purposes. The amount of Net Sales for any period shall be determined on the basis of sales recorded in the ordinary course on the books and records of Licensee (or any of its affiliates or Sublicensees) during such period consistent with past practice, without reference to the effects of any subsequent audit adjustments which result in any of such sales being recognized by Licensee (or any of its affiliates or Sublicensees) in another period. No Royalties shall be payable by Licensee with respect to the use on or sale of any Collateral Goods by Licensee or by any sublicensee or with respect to any Collateral Uses.(see Section 2.05)

Section 6.03. On or before the thirtieth (30th) day of each fiscal quarterly period, Licensee shall furnish to Licensor a report, whether or not any Royalties may then be due, of the aggregate Net Sales for all Royalty Bearing Products during the immediately preceding fiscal quarterly period. In addition, within ninety (90) days after the end of the Licensee's fiscal year, Licensee shall furnish to Licensor a report of the aggregate Net Sales

of all Royalty Bearing Products for the immediately preceding fiscal year, certified by the Licensee's independent public accountants as presenting such information fairly in all material respects. In each case, such report shall indicate the Royalties, if any, payable with respect to such Net Sales.

In the event that the year-end audit by Licensee's independent public accountants results in a determination that additional Royalties (the "Additional Royalties") were payable with respect to Net Sales of Royalty Bearing Products during such fiscal year, then such Additional Royalties shall thereupon be due and payable, plus interest thereon. In the event that such year-end audit results in a determination that the amount of the payments made by Licensee for Royalties with respect to such fiscal year exceed the amount of Royalties payable with respect to Net Sales of Royalty Bearing Products during such fiscal year, then such excess (plus interest thereon) shall constitute a credit against the next Net Sales Royalty Payment to be made by Licensee [unless no further Net Sales Royalty Payments are thereafter payable by Licensee, in which case Licensor shall promptly pay the amount of such excess (plus interest thereon) directly to Licensee].

Section 6.04. Interest on Late Royalty Payments. Time is of the essence with respect to all payments by Licensee and interest at the rate of interest announced publicly by Citibank, N.A. in New York, New York, from time to time, as its base rate (referred to herein as the "Base Rate"), on the date payment is due, shall accrue on any amount due Licensor, from and after the date upon which payment is due until the date of actual payment. The interest so charged shall be calculated quarterly and payable on demand, and shall accrue at the aforesaid rate until the payment is received by Licensor. The payment of interest in accordance with the terms hereof is in addition to all other remedies available to Licensor in the event of default or termination.

Section 6.05. Best Efforts Commitment. Licensee acknowledges that the expectancy of Licensor of receipt of royalty payments pursuant to this Agreement constitutes a material inducement to Licensor to enter into this Agreement. Accordingly, Licensee undertakes to employ its reasonable best efforts during the term of this Agreement to promote the sale of the Products under the Licensed Marks in order to generate such royalties. Notwithstanding the foregoing, Licensee (for itself and its sublicensees) expressly reserves the right to discontinue the manufacture, distribution or sale of any of the types of products included within the Products so long as Licensee (or one or more sublicensees) continues to sell under the Licensed Trademarks at least one of the types of products constituting the Products.

ARTICLE VII **QUALITY STANDARDS**

Section 7.01. Licensee agrees that all Products listed in Appendix A manufactured or processed by Licensee, its Sublicensees, or manufacturing agents bearing a Licensed Trademark shall be of a high standard and of such quality as to protect and enhance the

Licensed Trademarks and the good will pertaining thereto, and shall meet Licensor's quality standards and specifications, and that Licensee, its Sublicensees or manufacturing agents shall endeavor to manufacture, sell, distribute and promote the Products in accordance with all applicable Federal, State, Provincial and local laws.

Section 7.02 In order to assure that Licensee meets Licensor's quality standards and specifications, Licensee shall submit comprehensive affidavits that meet with Licensor's approval, once each quarter of the Initial Term and any renewals hereof, from all of Licensee's Quality Control department managers responsible for the quality standards of the Products produced by that part of Licensee's, its Sublicensee's, or manufacturing agent's business for which they are responsible, attesting under oath that Licensor's quality standards and product specifications have been fully complied with during the prior quarter, also submitting representative product samples and listing the number of customer complaints relating to product quality during that quarter and a summary of what Licensee did in response to such complaints.

Section 7.03. In the event that Licensor or its agents shall determine that any Products sold or distributed bearing or using Licensed Trademarks do not conform to Licensor's standards and formulas, and/or otherwise violate the provisions of Article VII, Licensee, its Sublicensee, or manufacturing agent, agrees, at its expense, to take such reasonable action as Licensor directs in writing, including, but not limited to, withdrawal and/or recall of such Products from the market and to refrain from further sale and/or distribution of such Products under the Licensed Trademarks unless and until Licensee, its Sublicensee, or manufacturing agent has demonstrated to the reasonable satisfaction of Licensor that said Products conform to said standards and formulas and/or the provisions of Article VII as the case may be.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

Section 8.01. Licensee hereby indemnifies, undertakes to defend and hold Licensor harmless from and against any and all claims, suits, losses, damages, fines, penalties, and/or expenses, including, but not limited to, attorneys' fees, arising out of or based upon:

(a) Licensee's, its Sublicensee's or manufacturing agent's production, distribution or sale of Licensed Products bearing a Licensed Trademark; or

(b) any breach by Licensee, its Sublicensees, or manufacturing agents of their obligations hereunder; or

(c) any proceeding brought by any governmental agency or consumer group in connection with the Products processed, sold or distributed by Licensee, its Sublicensees, or manufacturing agents bearing or using a Licensed Trademark; or

(d) any violations of any applicable law or regulation or civil claims relating to the manufacture, processing, sale, distribution, promotion or advertising of Products bearing or using a Licensed Trademark unless attributable to Licensor's breach of its obligations under this Agreement. Licensor may participate in the defense of any such litigation.

Section 8.02. Licensee shall be solely responsible for the acts and omissions of those with whom it, or its Sublicensees, or manufacturing agents contract for any aspect of the manufacture, processing, distribution and sale of Products bearing or using a Licensed Trademark.

Section 8.03. In order to assure its ability to discharge its obligations to Licensor, Licensee agrees that it will maintain throughout the Initial Term and any renewals of this Agreement, at its expense, comprehensive general liability insurance, including product liability insurance and contractual liability coverage specifically endorsed to cover the indemnity provisions in this Agreement, from a carrier satisfactory to Licensor, in a minimum amount of Five Million Dollars (\$5,000,000) combined single limit for each single occurrence, for bodily injury and property damage, which shall designate Licensor as an additional insured therein. The policy shall provide for thirty (30) days prior written notice to Licensor from the insurer in the event of any material modification, cancellation or termination. Licensee shall deliver certificates of such insurance coverage to Licensor prior to the sale and/or distribution of any Products bearing a Licensed Trademark.

ARTICLE IX RELATIONSHIP

Section 9.01. The relationship between Licensor and the Licensee is and during the Initial Term and any renewals hereof shall be that of licensor and licensee; the Licensee, its Sublicensees, contractors, agents and employees shall under no circumstances be deemed agents, franchisees or representatives of Licensor. Subject to certain specified exceptions herein regarding Licensor's responsibility to maintain consistent standards of quality for the Products bearing or using Licensed Trademarks, Licensee, and its Sublicensees shall independently establish their own marketing plan and system.

Section 9.02. Licensee, its Sublicensees, and manufacturing agents will pay at their own expense, any and all expenses, charges, fees and taxes arising out of or incidental to the carrying on of their business including, without limiting the generality of the foregoing, all workers' compensation, unemployment insurance and social security taxes levied or assessed with respect to each of the employees of Licensee, its Sublicensees, and manufacturing agents and each of those parties, as applicable, will defend, indemnify and save Licensor harmless against any and all claims for such expenses, charges, fees and taxes.

ARTICLE X
TERM AND TERMINATION

Section 10.01. The term of this Agreement shall be for a period of five (5) years from the date hereof (the "Initial Term") and for subsequent five (5) year terms (the "Renewal Period(s)"), provided that Licensor may, upon written notice to Licensee, given no later than two (2) years before the end of the Initial Term, or any Renewal Period, terminate this Agreement effective at the end of the Initial Term or any Renewal Period and provided further that Licensee continues to be owned or controlled by Borden, Inc., Licensor's affiliated company. This Agreement will be terminated if the Licensee becomes owned or controlled by a non-affiliate of Borden, Inc.

Section 10.02. Licensee may cancel this Agreement upon no less than one (1) year's written notice delivered to Licensor prior to the end of the Initial Term or any subsequent five (5) year Renewal Period, provided that, if neither party gives the required notice of termination, the Agreement shall be automatically renewed for a subsequent five (5) year Renewal Period.

Section 10.03. In the event of a Change of Control (as defined below) of Licensee, Licensor may terminate this Agreement upon 30 days written notice.

"Change of Control" of Licensee shall be deemed to have occurred if:

(i) a Person (together with any Affiliates of such Person or Persons otherwise associated with such Person) or a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "1934 Act"), is or becomes the beneficial owner (as defined under Rule 13d of the 1934 Act), directly or indirectly, of shares of stock of Licensee entitling such Person to exercise 29% or more of the total voting power of all classes of stock of Licensee entitled to vote in elections of directors; provided however, that a Change of Control shall not be deemed to have occurred if such event shall have been approved by a majority of the Continuing Directors (as defined below) of Licensee;

(ii) during any period of twenty-four (24) consecutive months commencing after the effective date of this Agreement, Persons who at the beginning of such period constituted Licensee's board of directors or whose nomination for election by Licensee's shareholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of such period or whose election or nomination for election was previously so approved shall cease for any reason to constitute a majority of the board of directors then in office; or

(iii) Licensee consolidates with or merges into another corporation or conveys, transfers, or leases all or substantially all of its assets to any person, or any corporation pursuant to a transaction in which Voting Stock of the Licensee is changed into or exchanged for cash, securities or other property, provided that such transaction (a) between the Licensee and

its Subsidiaries or between Subsidiaries or (b) involving the exchange of the Licensee's Voting Stock as consideration in the acquisition of another business or businesses (without change or exchange of the Licensee's outstanding Voting Stock into or for cash, securities or other property) shall be excluded from the operation of this clause (iii).

"Continuing Director" means any member of the board of directors of Licensee who is not an Affiliate of or otherwise associated with an Acquiring Person (as defined below) and who was a member of the board of directors prior to the time the Acquiring Person became an Acquiring Person and any Person who is not an Affiliate of or otherwise associated with an Acquiring Person and who is recommended to succeed a Continuing Director by a majority of Continuing Directors.

"Acquiring Person" means any Person (together with any Affiliate or Person otherwise associated with such Person) who is or becomes the beneficial owner, directly or indirectly, of shares of stock of Licensee entitling such Person to exercise more than 10% of the total voting power of all classes of stock of Licensee entitled to vote in elections of directors.

Section 10.04. In the event that this Agreement is terminated or expires, Licensee, its Sublicensees, and manufacturing agents shall cease all use of the Licensed Trademarks, provided, Licensee and its Sublicensees may dispose of inventory on hand of Products in the ordinary course of their business if Licensee and its Sublicensees comply with the obligations they have assumed pursuant to this Agreement. Upon the request of Licensor, Licensee and its Sublicensees will immediately remove or obliterate any Licensed Trademarks from all signs, billboards, vehicles and from each and every other place they appear and destroy or surrender to Licensor all other materials of whatever nature which bear or refer in any way to the Licensed Trademarks.

Section 10.05. In addition to all other rights and remedies provided for herein, Licensor shall have the right to cancel and terminate this Agreement immediately by written notice to Licensee upon the occurrence of any one (1) or more of the following events:

(a) Licensee fails to deliver to Licensor or to maintain in full force and effect the insurance referred to in Section 8.03; or

(b) The deliberate or willful breach by Licensee, its Sublicensees, or manufacturing agents of any of its material obligations with respect to the use of the Licensed Trademarks; or

(c) The failure or refusal of Licensee, its Sublicensees, or manufacturing agents:

- (1) to abide by Licensor's reasonable written instructions issued pursuant to Section 4.01, 5.06, 7.01, and 7.02, within ten (10) days of receipt thereof, regarding the quality standards of the Licensed Trademarks and Licensed Products;

- (2) to abide by Licensor's reasonable written instructions, immediately upon receipt thereof, issued pursuant to Section 7.04;
- (3) to perform, or comply with, any provision contained in Articles VII and VIII, which failure results in the production for sale of Products that are unsafe or unfit for human consumption;

(d) Licensee's transfer or disposal of its rights under this Agreement in violation of the terms of this Agreement; or

(e) The insolvency of Licensee; and assignment by Licensee for the benefit of creditors; the failure to obtain the dismissal of any involuntary bankruptcy or reorganization petition filed against it within sixty (60) days from the date of such filing; the failure of Licensee to vacate the appointment of a receiver for all or any part of its business within (60) days from the date of such appointment; or the dissolution of Licensee; or

(f) An involuntary recall of Products bearing the Licensed Trademarks for reasons directly or indirectly related to the safety of such Products and attributable to the negligence of Licensee, its sublicensees or manufacturing agents.

Section 10.06. Licensee hereby acknowledges and agrees that in the event it breaches or otherwise defaults under Articles VII, VIII or XI of this Agreement, Licensor shall suffer immediate and irreparable harm for which there is not an adequate remedy at law. Licensee agrees that Licensor shall be entitled to equitable relief by way of injunction, and Licensee agrees to waive proof thereof.

ARTICLE XI ASSIGNMENT, TRANSFER

Without the prior written consent of Licensor, this Agreement and the rights conferred hereunder may not be assigned or transferred by Licensee in whole or in part or be exercised by any person, firm or corporation whatsoever other than Licensee. A change in control or ownership, including, but not limited to, the transfer of fifty percent (50%) or more of the voting rights of Licensee shall be deemed an assignment hereunder.

ARTICLE XII NOTICE

All notices pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Licensee:

**Anthony R. Ward, President and C.E.O.
Borden/Meadow Gold Dairies, Inc.
1104 E. Country Hills Dr.
Suite 400
Ogden, Utah 84403**

With a copy thereof to:

**Ronald P. Moran, Esq.
General Counsel
Borden/Meadow Gold Dairies, Inc.
1104 E. Country Hills Drive
Suite 706
Ogden, Utah 84403**

If to Licensor:

**Phyllis R. Yeatman, President and C.E.O.
Borden/Meadow Gold Dairies Investments, Inc.
Suite 202
One Little Falls Centre
Wilmington, Delaware 19808**

Any notice delivered personally shall be deemed to have been given on the date it is so delivered, and any notice delivered by registered or certified mail shall be deemed to have been given on the date it is received. Either party by notice in writing delivered or mailed to the other may change the name or address or both to which future notices to such party shall be delivered.

ARTICLE XIII MISCELLANEOUS

Section 13.01. This Agreement and each of the appendices and exhibits thereto constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede and merge all prior agreements and discussions between the parties relating hereto. No changes in the terms of this Agreement shall be valid, except when and if reduced to writing and signed by both Licensee and Licensor.

Section 13.02. The failure of Licensor to enforce any provision of this Agreement for any period of time shall not be a waiver of any such provision or of Licensor's right to enforce it and all other provisions hereof.

Section 13.03. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement as of the day and year first above written.

BORDEN/MEADOW GOLD DAIRIES
INVESTMENTS, INC.

BORDEN/MEADOW GOLD DAIRIES,
INC.

By: Phyllis A. Yeatman

By: Cathy R. Ward

Title: Asst. Secretary & Asst. Treasurer

Title: President CEO.

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or non-aseptically packed, namely whole milk, 10 and 20 lowfat milk, skim milk and lactose-reduced and lactose free milk.

FROSTICK	U.S. 311,360	Frozen confections, namely, regular ice cream sherbet and water ice pops on sticks in various flavors and coatings.
GLACIER CLUB	S.N. 75/125,446	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Alabama 104-950	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Arizona 17,325	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Connecticut 2500	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Florida 911,988	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Georgia T-1146	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Illinois 61,033	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Iowa 3255	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Kansas ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Kentucky 04581	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.

or non-aseptically packed, namely whole milk, 10 and 20 lowfat milk, skim milk and lactose-reduced and lactose free milk.

FROSTICK	U.S. 311,360	Frozen confections, namely, regular ice cream sherbet and water ice pops on sticks in various flavors and coatings.
GLACIER CLUB	S.N. 75/125,466	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Alabama 104-950	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Arizona 17,325	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Connecticut 2500	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Florida 911,988	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Georgia T-1146	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Illinois 41,033	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Iowa 3255	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Kansas ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Kentucky 04581	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.

GLACIER CLUB	Louisiana ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Michigan M15-013	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Minnesota 4125	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Mississippi 0264	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Missouri 4720	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	New Hampshire ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	New Mexico 9278	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	North Carolina ---	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Rhode Island 81-J-16	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	South Carolina 2120	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
GLACIER CLUB	Texas 20,961	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
OO LIGHTLY & Design	U.S. 1,331,064	Fluid fresh milk, namely 16 and 20 lowfat milk, homogenized whole milk, nonfat skim milk, 16 and 20 lowfat chocolate milk, whole chocolate milk and skim chocolate milk.

GRAND OLD VANILLA	U.S. 1,064,973	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat free varieties.
HOLLAND DUTCH TREAT	U.S. 746,288	Fluid fresh milk, namely 10 and 20 lowfat milk, homogenized whole milk, nonfat skim milk, 10 and 20 lowfat chocolate milk, whole chocolate milk, and skim chocolate milk; ice cream, namely frozen ice cream packed in bulk in various flavors in regular, lowfat and fat free varieties.
HOLLAND DUTCH & DESIGN	U.S. 1,872,664	Refrigerated yogurt in regular and lowfat varieties.
HONEY LIGHT	U.S. 1,637,620	Refrigerated yogurt in regular and lowfat varieties.
LITE-LINE (Stylized Letters)	U.S. 929,657	Fluid fresh milk, namely 10 and 20 lowfat milk, nonfat skim milk, 10 and 20 lowfat chocolate milk, and skim chocolate milk; fluid UHT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically or non-aseptically packed, namely, 10 and 20 lowfat milk and skim milk.
LITE-LINE	U.S. 1,178,356	Refrigerated yogurt in regular, lowfat and fat-free varieties and in various flavors; cottage cheese in regular, lowfat and fat-free varieties.
MEADOW GOLD (Stylized Letters)	U.S. 145,605	Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties.
MEADOW GOLD (Stylized Letters)	U.S. 173,261	Fluid fresh milk, namely, 10 lowfat milk 2 lowfat milk; homogenized whole milk, nonfat skim milk; 10 and 20 lowfat chocolate milk, whole chocolate milk, skim chocolate milk and buttermilk, all of these UHT products, being sold in paperboard and plastic containers; fluid UHT cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream, fluid UHT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; fluid UHT cream processed at ultra-high temperatures for sale as refrigerated and non-refrigerated, extended life products packed both aseptically and non-aseptically, namely, heavy and light, half-and-half and fat-free cream.

MEADOW GOLD (Stylized Letters) U.S. 281,616

MEADOW GOLD (Stylized Letters) U.S. 285,693

Ice cream, namely, frozen ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties; butter in regular, lowfat, salted and unsalted varieties.

Fluid fresh milk, namely, 10 lowfat milk 2 lowfat milk; homogenized whole milk, nonfat skim milk; 10 and 20 lowfat chocolate milk, whole chocolate milk, skim chocolate milk and buttermilk, all of these STWT products, being sold in paperboard and plastic containers; fluid STWT cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid STWT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; fluid STWT cream processed at ultra-high temperatures for sale as refrigerated and non-refrigerated, extended life products packed both aseptically and non-aseptically, namely, heavy and light, half-and-half and fat-free cream.

Orangade.

MEADOW GOLD (Stylized Letters) U.S. 394,672

MEADOW GOLD (Stylized Letters) U.S. 582,670

Fluid fresh milk, namely 10 and 20 lowfat milk, homogenized whole milk; nonfat skim milk; 10 and 20 lowfat chocolate milk, whole chocolate milk, skim chocolate milk, flavored milk and buttermilk; fluid STS cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid STWT milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, packed both aseptically, or non-aseptically, namely, ice cream and sherbet packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely regular, reduced sugar, and no sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches; ice cream cups, sour cream in regular and lowfat varieties; fruit juices and drinks; cottage cheese and yogurt in regular, lowfat and non-fat varieties.

MEADOW GOLD & SHIELD DESIGN U.S. 1,936,181

Fluid fresh milk, namely 10 and 20 lowfat milk, homogenized whole milk; nonfat skim milk; 10 and 20 lowfat chocolate milk, whole chocolate milk, skim chocolate milk, eggnog and buttermilk; fluid STS cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid STWT milk processed at ultra high temperatures for sale as refrigerated or non-

refrigerated, extended life products, packed both aseptically, or non-aseptically, namely, ice cream, frozen yogurt and sherbet packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely regular, reduced sugar, and no sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches; ice cream pops on sticks in various flavors; ice cream bars and sandwiches; sour cream in regular and lowfat varieties; fruit juices and drinks; cottage cheese and yogurt in regular, lowfat and non-fat varieties; butter and margarine in regular and lowfat varieties.

MEADOW LIGHT

U.S. 1,544,637

Calorie-reduced butter; and dairy spread, namely, lowfat butter spread.

MILK WAGON DESIGN

U.S. 1,612,503

FLUID fresh milk, namely 16 and 20 lowfat milk, homogenized whole milk; nonfat skim milk; 16 and 20 lowfat chocolate milk, whole chocolate milk, skim chocolate milk, all of these **MWT** products being sold in paperboard and plastic containers; FLUID **MWT** cream, namely whipping, heavy cream, light cream, half-and-half, and fat-free cream; FLUID **WHT** milk processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically, or non-aseptically packed, namely whole milk, 16 and 20 lowfat milk, skim milk and lactose-reduced and lactose-free milk; FLUID **WHT** cream processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, either aseptically or non-aseptically packed, namely heavy whipping, light, half-and-half and fat-free creams; fresh, refrigerated eggnog and **WHT** eggnog processed at ultra high temperatures in regular, light and fat-free varieties; ice cream and frozen yogurt, namely frozen ice cream, sherbet and yogurt packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely, regular, reduced sugar, and no sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches, ice cream cups and cones, both containing bulk ice cream; cultured products, namely, cottage cheese in regular, lowfat and fat-free varieties, sour cream in regular, lowfat and fat-free varieties, ready-made sour cream dips; sour half-and-half; yogurt in regular, lowfat and fat-free varieties; butter in regular, lowfat and fat-free

varieties; creamed cheese in regular and lowfat varieties; orange juice and apple juice.

Refrigerated yogurt in regular lowfat and non-fat varieties.

U.S. 1,132,793

MOUNTAIN HIGH & DESIGN

U.S. 1,132,794

MOUNTAIN HIGH

U.S. 1,496,023

OLD FASHIONED RECIPES

U.S. 892,148

FACE

Ice cream packed in bulk in various flavors.

Fluid fresh milk, namely, 18 lowfat milk 24 lowfat milk; homogenized whole milk, nonfat skim milk; 18 and 24 lowfat chocolate milk, whole chocolate milk, skim chocolate milk and buttermilk; fluid UHT cream, namely, whipping, heavy cream, light cream, half-and-half, and fat-free cream sold in paperboard and plastic containers; fluid UHT milk and cream processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; cottage cheese and sour cream in regular, lowfat and nonfat varieties.

U.S. 813,109

POINSETTIA

Fluid fresh milk, namely, 18 lowfat milk 24 lowfat milk; homogenized whole milk, nonfat skim milk; 18 and 24 lowfat chocolate milk, whole chocolate milk, skim chocolate milk and butter milk; fluid UHT milk processed at ultra high temperatures for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically.

U.S. 1,408,466

READY FRESH PACK

U.S. 644,259

SHIELD DESIGN

Cardboard milk containers.

Fluid fresh milk, namely 18 and 24 lowfat milk, homogenized whole milk; nonfat skim milk; 18 and 24 lowfat chocolate milk, whole chocolate milk, skim chocolate milk; fluid UHT cream, namely whipping, heavy cream, light cream, half-and-half, and fat-free cream; fluid UHT milk and cream processed at ultra high temperatures for sale as refrigerated or non-refrigerated, extended life products, packed both aseptically, or non-aseptically; ice cream packed in bulk in various flavors in regular, lowfat and fat-free varieties; frozen confections, namely, regular, reduced sugar, and no sugar added ice cream pops on sticks in

SKIM-LINE	U.S. 1,025,314	various flavors; ice cream bars and sandwiches; ice cream cups and cones; cottage cheese in regular, lowfat and non-fat varieties. FLUID fresh milk, namely, 16 lowfat milk 26 lowfat milk; homogenized whole milk, nonfat skim milk; 14 and 26 lowfat chocolate milk, whole, chocolate milk, skim chocolate milk and buttermilk; fluid UHT milk processed at ultra high temperature for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically.
STAMPFLAKE	U.S. 000,996	Cultured products, namely, refrigerated yogurt, sour cream, creamed cheese, onion dip and creamed cottage cheese in regular, lowfat and fat free varieties.
SUPER SCOOP	U.S. 1,194,419	Frozen dessert, namely, ice milk packed in bulk in various flavors.
SVELTE	U.S. 660,410	Low calorie frozen dessert, similar to ice milk, packed in bulk in various flavors.
THE WAY YOGHURTS SUPPOSED TO TASTE	U.S. 1,921,066	Refrigerated yogurt in regular, lowfat and non-fat varieties.
THIRSTIES SWASH	S.W. 75/183,202	Fruit flavored juice drinks containing water.
TIC TAC ICE	U.S. 009,357	Ice cream, namely, frozen ice cream and sherbet packed in bulk in various flavors in regular, lowfat and fat-free varieties.
VIVA	U.S. 1,203,514	FLUID fresh milk, namely, 16 lowfat milk 26 lowfat milk; non-fat skim milk; 18 and 26 lowfat chocolate milk, and skim chocolate milk; fat-free cream; fluid UHT milk processed at ultra high temperature for sale as refrigerated and non-refrigerated, extended life products, packed both aseptically and non-aseptically; frozen confections, namely, reduced sugar and no sugar added ice cream pops on sticks in various flavors; ice cream bars and sandwiches; ice cream cups; sour cream in lowfat and non-fat varieties; cottage cheese and refrigerated yogurt in lowfat and non-fat varieties.
VIVA & Design	U.S. 1,334,500	Ice milk, namely, frozen milk packed in bulk in various flavors.
VIVA-YO	U.S. 1,071,902	Frozen yogurt packed in bulk in various flavors; frozen confections made of yogurt.

VIVA-YO

(Stylized Letters)

U.S. 1,165,701

Frozen yogurt confections.

APPENDIX B

I. Primary Marks - Meadow Gold

Gross invoice amount of Royalty Bearing Products billed by Licensee		_____
Less trade discounts to allowance	-	_____
Returns (up to a maximum of 4%)	-	_____
Other Deductions	-	_____
Net Sales Amount		_____
Net Sales Royalty Payment	x	<u>2.00%</u>
Total Royalty Due:		

II. Secondary Marks (All Non-Meadow Gold)

Gross invoice amount of Royalty Bearing Products billed by Licensee		_____
Less trade discounts to allowance	-	_____
Returns (up to a maximum of 4%)	-	_____
Other Deductions	-	_____
Net Sales Amount		_____
Net Sales Royalty Payment	x	<u>1.00%</u>
Total Royalty Due:		

III. Mountain High Yogurts

Gross invoice amount of Royalty Bearing Products billed by Licensee		_____
Less trade discounts to allowance	-	_____
Returns (up to a maximum of 4%)	-	_____
Other Deductions	-	_____
Net Sales Amount		_____
Net Sales Royalty Payment	x	<u>3.00%</u>
Total Royalty Due:		