

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of February 29, 2004, to be effective as of the Effective Time (as defined in the Purchase Agreement), by FIKE'S DAIRY, INC., a Pennsylvania corporation ("Seller"), in favor of UNITED DAIRY, INC., an Ohio Subchapter-S corporation (the "Transferee").

RECITALS

WHEREAS, Seller has adopted, used, is using, and owns rights in and to the Intellectual Property Assets (as defined below); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of February 29, 2004, by and among the Seller, the Transferee and Protein Holdings, Inc. (the "Purchase Agreement"), and the documents and agreements delivered pursuant thereto, the Seller and the Transferee have agreed that the Transferee shall purchase Seller's right, title and interest in and to the Intellectual Property Assets (as defined in Section 3.25 of the Purchase Agreement) in the manner and subject to the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, in furtherance and confirmation of the provisions of the Purchase Agreement, the Seller has agreed to sell, convey, assign and transfer to the Transferee all of its rights, title and interests to said Intellectual Property Assets, all in the manner and subject to the terms and conditions as set forth more specifically in this Assignment; and

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. **TRANSFER OF INTELLECTUAL PROPERTY ASSETS.** Seller hereby unconditionally transfers, assigns, sets-over, conveys, grants, bargains, sells and delivers to Transferee all of Seller's respective right, title and interest in and to such Intellectual Property Assets and the registration thereof, together with all the goodwill connected with the use of and symbolized by such Intellectual Property Assets, including without limitation, those Intellectual Property Assets specifically set forth on Exhibit A hereto and all of Seller's rights in, to or under, and rights to enforce, any contract or agreement (of any kind or nature included in the Intellectual Property Assets) or any other legal rights (at law or in equity) with respect to any trade secrets, proprietary property, confidentiality obligations or rights, or similar interest in the Intellectual Property Assets (including all causes of action inuring to the benefit of Seller with respect thereto). Such Intellectual Property Assets to be held and enjoyed by Transferee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to and for its and their use and benefit forever.

2. **WAIVER.** Seller hereby waives any and all rights and privileges to contest the validity of the Intellectual Property Assets.

FIKE'S DAIRY, INC. TRADEMARK PROPERTIES

Trademark	Registration No.	Goods	Notes
DAISY LANE	1,568,688	Ice cream	Next renewal application due by 11/28/2009. To protect rights in Trademark, filed Notices of Opposition against "Daisy Brand Applications" -- Serial No. 76/509,448 {DAISY [and design]}, Serial No. 76/509,495 {DAISY BRAND}, Serial No. 76/488,157 {DAISY}.
FIKE'S DAIRY	1,705,202	Milk, skim milk, 2% lowfat milk, 1% lowfat milk, buttermilk, chocolate milk, chocolate lowfat milk, half & half, chocolate milk shake mix, whipping cream, coffee cream [INT. CL. 29]; tea, vanilla soft serve ice milk mix, chocolate soft serve ice milk mix, non-fat frozen confections [INT. CL. 30]; orange juice, lemonade, fruit punch drink, grape drink, orange drink [INT. CL. 32]	Next renewal application due by 8/4/2012.
FIKE'S DAIRY SINCE 1913 (and design)	2,248,251	Sour cream, cottage cheese, sour cream based dip	Declaration of Use & Incontestability due after

			5/25/2004 but before 5/25/2005.
FIKE'S DAIRY SINCE 1913 (and design)	2,193,684	Milk, skim milk, 2% lowfat milk, 1% lowfat milk, buttermilk, chocolate milk, chocolate lowfat milk, half & half, whipping cream, coffee cream [INT. CL. 29]; tea, diet tea, vanilla soft serve ice milk mix, chocolate food beverages not being dairy-based or vegetable-based, chocolate soft serve ice milk mix, chocolate milk shake mix [INT. CL. 30]; orange juice, lemonade, pink lemonade, grape drink, fruit punch drink, blue raspberry drink, orange drink, bottled drinking water, apple juice, 50/50 orange juice [INT. CL. 32]	Declaration of Use & Incontestability due after 10/6/2003 but before 10/6/2004. Declaration drafted and sent to S.Grygiel, Esq.'s attention.

NOTE: No patents, copyrights or net names in Cohen Silverman Rowan LLP's files.