

Form PTO-1594 (Rev. 06/04)
 OMB Collection 0651-0027 (exp. 6/30/2005)

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

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies)/Execution Date(s): Fike's Dairy, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>Pennsylvania</u></p> <p>Execution Date(s) <u>February 29, 2004</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>United Dairy, Inc.</u> Internal Address: _____ Street Address: <u>300 N. Fifth Street</u> City: <u>Martins Ferry</u> State: <u>Ohio</u> Country: <u>USA</u> Zip: <u>43935</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Ohio</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	
<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>1,568,688; 1,705,202; 2,248,251; 2,193,684</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): See Attached Assignment of Intellectual Property</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Joseph J. Palumbo, Esquire</u> Internal Address: <u>Klett Rooney Lieber & Schorling</u> _____ Street Address: <u>One Oxford Centre</u> <u>40th Floor</u> City: <u>Pittsburgh</u> State: <u>PA</u> Zip: <u>15219</u> Phone Number: <u>412-392-2156</u> Fax Number: <u>412-392-2128</u> Email Address: _____</p>	<p>6. Total number of applications and registrations involved: 4</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>	
<p>9. Signature: <u>Joseph J. Palumbo</u> <u>February 1, 2005</u> _____ _____ Signature Date</p> <p style="text-align: center;">Joseph J. Palumbo _____ Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 9</p>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF INTELLECTUAL PROPERTY
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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.

3. **WARRANTIES AND COVENANTS.** Seller warrants that it is the sole and exclusive owner of the Intellectual Property Assets, that it has the right to make this Assignment. Seller covenants that it will not assign, transfer or convey to any other party any right, title or interest in the Intellectual Property Assets.

4. **FURTHER ASSURANCES.** Seller hereby covenants with Transferee, and its successors and assigns, that the Seller each will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, bills of sale, transfers, assignments and conveyances, and powers of attorney, conveying and confirming unto Transferee, and its successors and assigns, the Intellectual Property Assets hereby granted, assigned, transferred, conveyed and delivered as the Transferee, and its successors and assigns, shall reasonably require; provided, however, that Transferee, and its successors and assigns, shall prepare all necessary documentation, and that the Seller shall not be obligated to incur or be liable for any expense, cost or obligation in connection therewith.

5. **ENTIRE AGREEMENT.** This Assignment together with the Purchase Agreement and the documents delivered pursuant thereto constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior writing, agreement or understanding among the parties, or between Seller and any other party, with respect to the subject matter hereof.

6. **AMENDMENT; WAIVER.** Except as provided otherwise herein, this Assignment may not be amended, nor may any rights hereunder be waived, except by an instrument in writing signed by the parties hereto.

7. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts of the signature pages and by facsimile, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

8. **HEADINGS.** The section and other headings contained in this Assignment are for reference purposes only and shall not affect the meaning or interpretation of this Assignment.

9. **RECITALS.** The recitals set forth at the beginning of this Assignment are fully incorporated into the body of this Assignment.

10. **SEVERABILITY.** If any provision of this Assignment is declared void by any court or regulatory agency of competent jurisdiction, the validity of any other provision of this Assignment shall not be affected and shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the agreements contemplated hereby are fulfilled to the extent possible after such a determination.

11. **BINDING EFFECT.** This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

12. **GOVERNING LAW.** This Assignment and any disputes arising in connection therewith will be governed by and construed under the laws of the State of Delaware without regard to its conflicts-of-laws principles that would require the application of any other law.

Signature appears on next page

#432113

Assignment of Intellectual Property - Fike's Dairy

TRADEMARK
REEL: 003021 FRAME: 0638

Exhibit A

Intellectual Property Assets

#432113

Assignment of Intellectual Property – Fike's Dairy

TRADEMARK
REEL: 003021 FRAME: 0640

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.

7-21-04

07-23-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0634-0027 (exp. 5/31/2002)



U.S. Department of Commerce
Patent and Trademark Office

102797392

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

1. Name of conveying party(ies):

Fike's Dairy, Inc.

2. Name and address of receiving party(ies):

Name: United Dairy, Inc.

Street Address: 300 N. Fifth Street

City: Martins Ferry State: PA Zip Code: 43935

Country: USA

Additional name(s) of conveying party(ies) attached? yes no

3. Nature of Conveyance:

Assignment Merger
Security Agreement Change of Name
Other:

Execution Date: February 29, 2004

Additional name(s) & address(es) attached? yes no

DO NOT RECORD
Submitted to show
Payment

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Registration No. 1,568,688
Registration No. 1,705,202
Registration No. 2,248,251
Registration No. 2,193,684

Additional numbers attached? yes no

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2004 JUL 21 AM 7:22
OPR/FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian S. Fetterolf, Esquire

Internal Address: Klett Rooney Lieber & Schorling, PC

Street Address: One Oxford Centre, 40th Floor

City: Pittsburgh State: PA Zip Code: 15219-6498

6. Total number of applications and registrations involved: 4

7. Total Fee (37 CFR § 3.41).....\$ 115.00

Enclosed Check No. _____

Authorized to be charged to Deposit Account

8. Deposit Account No.
(Attach duplicate copy of this page if paying by deposit acct.)

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.

Brian S. Fetterolf
Name of Person Signing

B. Fetterolf
Signature

7/15/04
Date

Total number of pages including cover sheet, attachments and documents _____

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

07/22/2004 METACHE 00000018 1568688

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

TRADEMARK

RECORDED: 07/21/2004

REEL: 003021 FRAME: 0643