

04-29-2005



102885096

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

1. Name of conveying party(ies)/Execution Date(s):

General Electric Capital Corporation

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

Citizenship (see guidelines)

Execution Date(s) April 13, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Farmland Dairies LLC

Internal Address:

Address:

Street Address: 520 Main Avenue

City: Wallington

State: New Jersey

Country: USA Zip: 07057

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Delaware LLC Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached Schedule A

B. Trademark Registration No.(s)
See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Elizabeth J. Burns

Internal Address: Latham & Watkins

Street Address: 233 S. Wacker Drive
Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7629

Fax Number: 312/993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

27

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 690.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: *Elizabeth Burns*
Signature

April 25, 2005
Date

Elizabeth J. Burns
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

04/29/2005 DBYRNE 00000003 75490135
40.00 OP
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

04/29/2005 DBYRNE 00000004 75490135
120.00 OP
01 FC:8523

SCHEDULE A**TRADEMARK REGISTRATIONS**

Mark	Serial No.	Filing or Registration Date
1% Plus	75/490,135	03/23/1999
Active Plus	76/058,102	05/26/2000
B-Thin	73/684,160	12/13/1988
Chattahoochee Chocolate	75/275,211	02/24/1998
Cow Design	75/257,741	01/27/1998
Design Mark	73/684,467	05/02/1989
Dyna-Milk	73/682,361	05/10/1988
Kinnett	75/348,579	10/27/1998
Lil' Milk	78/089,612	11/25/2003
Mathis Dairy	75/337,920	09/30/2003
Moodolph	75/977,055	05/05/1998
Moozone	78/261,960	06/13/2003
Mr. John's Old Fashioned Ice Cream and Design	75/337,919	10/20/1998
Nature's Harvest	74/256,709	09/06/1994
Peelers	73/366,845	02/28/1984
Peelers & Stylized Letters	73/366,848	02/28/1984
Peelers Farm Fresh & Design	73/370,788	01/10/1984

Mark	Serial No.	Filing or Registration Date
Peelers Farm Fresh & Design	73/370,789	03/06/1984
Peelers Farm Fresh & Design	73/369,443	04/24/1984
Skim Plus	76/391,900	04/05/2002
Skim Plus	74/052,987	02/11/1992
Special Request	76/391,873	04/05/2002
Special Request	75/490,134	04/06/1999
Special Request	75/978,062	05/11/1999
The Just Right Jug	74/424,953	02/16/1999
Welsh Farms	73/682,537	07/18/1989
Welsh Farms & Design	73/684,886	02/21/1989

RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL (this "Release") is made as of April 13, 2005 ("Effective Date") by and between Farmland Dairies LLC, a Delaware limited liability company, with its principal office at 520 Main Avenue, Wallington, New Jersey 07057 ("Grantor"), and General Electric Capital Corporation, a Delaware corporation, as agent, for itself and various other lenders, with its principal office at 401 Merritt Seven, Second Floor, Norwalk, Connecticut 06856 ("Grantee").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee dated as of February 23, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Grantor granted to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising Trademark Collateral (as such term is defined in the Trademark Security Agreement);

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name, other than those of the foregoing set forth on Schedule A (attached hereto), in any jurisdiction throughout the world; and (iv) Schedule B attached hereto sets forth a complete and correct list of all the filings made by or, to its knowledge, on behalf of Grantee to record or otherwise evidence any security interest it has against the Trademark Collateral in any jurisdiction throughout the world (other than such filings made in the United States Patent & Trademark Office).

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: *Howard N. [Signature]*
Name: *Howard N. [Signature]*
Title: *Authorized Signatory*

Agreed to and Acknowledged by:

FARMLAND DAIRIES LLC

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Release]


IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

Agreed to and Acknowledged by:

FARMLAND DAIRIES LLC

By:  _____
Name: T. E. WEBB
Title: CEO

[Signature Page to Trademark Release]

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