

07-19-2005



To the Honorable Commissioner of Patents and Trademarks. Pl

reof.

103042855

1. Name of conveying party(ies):
Holland Dairies, Inc.

Name: East Side Jersey Dairy, Inc. d/b/a Holland Dairies

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State of Indiana
- Other _____

Internal Address: _____

Street Address: 300 Main Street

City: Holland State: Indiana Zip: 47541

Additional name(s) of conveying parties(ies) attached: Yes No

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State of Indiana

Other _____

3. Nature of Conveyance:

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

If assignee is not domiciled in the United States, a domestic representative designation

is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

Execution Date: January 5, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):
1,926,158

Additional numbers attached? Yes No

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

Name: Michael A. Swift

Internal Address: ICE MILLER

Street Address: One American Square, Box 82001

City: Indianapolis State: Indiana ZIP: 46282

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 09-0007

(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.

Michael A. Swift
Name of Person Signing

Michael A. Swift
Signature

7-12-05
Date

Total number of pages including cover sheet:

OMB No. 0651-0011 (exp 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/16/2005 DBYRNE 00000129 1926158

01 FC:8521

40.00 DP

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231 and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

1553887

**NUNC PRO TUNC TRADEMARK
ASSIGNMENT AGREEMENT**

This Nunc Pro Tunc Trademark Assignment Agreement ("Agreement"), effective as of the 1st day of January, 1999, by and between Holland Dairies, Inc. ("Holland"), an Indiana Corporation ("Assignor") and East Side Jersey Dairy, Inc. f/k/a Hoosier Dairy, Inc., ("Hoosier") an Indiana Corporation ("Assignee");

WHEREAS, Earl Carter, the undersigned, was President of Holland in January, 1999 when Holland was sold to Hoosier. The sale of Holland to Hoosier included all assets, tangible and intangible ("Assets"). The Assets included all intellectual property including but not limited to TASTY SIPS trademark Reg. No. 1,956,682, and TASTY SIPS trademark Reg. No. 1,926,158.

WHEREAS, a Trademark Assignment Agreement was executed between Holland and Hoosier wherein TASTY SIPS trademark 1,956,682 was assigned to Hoosier. A true and accurate copy of the Trademark Assignment Agreement is attached hereto as Exhibit A.

WHEREAS, through inadvertence, the parties failed to execute a like Assignment Agreement for TASTY SIPS trademark Reg. No. 1,926,158. The failure to execute such an Assignment was an oversight by the parties, as the parties did intend that both TASTY SIPS trademarks be assigned to Hoosier. In fact, Hoosier has continually used the TASTY SIPS trademarks, Reg. Nos. 1,956,682 and 1,926,158 since the sale of all Assets by Holland to Hoosier in January, 1999.

WHEREAS, on December 31, 2001 the Indiana Secretary of State issued a Certificate of Merger of East Side Jersey Dairy, Inc. establishing that Hoosier Dairy, Inc. merged with and into surviving entity East Side Jersey Dairy, Inc. A true and accurate copy of the Certificate of Merger of East Side Jersey Dairy, Inc. is attached hereto as Exhibit B.

WHEREAS, the parties desire to execute this Nunc Pro Tunc Trademark Assignment Agreement and document the actions of the parties in January, 1999 when Holland transferred all rights, title and interest to TASTY SIPS trademark Reg. No. 1,926,158 to East Side Jersey Dairy, Inc. f/k/a Hoosier Dairy, Inc.;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT OF TRADEMARK**. Holland, as Assignor, does hereby, Nunc Pro Tunc, assign unto Hoosier, now known as East Side Jersey Dairy, Inc., all rights, title and interest in and to the trademark "Tasty Sips," Federal Registration No. 1,926,158 ("Trademark"), together with the goodwill of the business symbolized by the Trademark, accruing on or after the effective date of this Agreement.

2. **MISCELLANEOUS**. This Agreement contains the entire agreement between the parties hereto concerning the assignment of the Trademark and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto. This Assignment shall be construed under, and governed by, the laws of the State of Indiana. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the

plural, where appropriate, and words and pronouns of any gender shall be meant to include any other gender. This Agreement shall bind the parties, their respective heirs, successors and assigns. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. In the event that any of the provisions of this Agreement shall be held by a Court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. THIS PROVISION AND EACH AND EVERY PROVISION OF THIS AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCES, BE MODIFIED, CHANGED, AMENDED OR PROVISION HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

IN WITNESS WHEREOF, the parties have hereunto executed this Nunc Pro Tunc Trademark Assignment Agreement effective as of the date first above-written.

HOLLAND DAIRIES, INC.

EAST SIDE JERSEY DAIRY, INC.
dba/HOOSIER DAIRY, INC.

By: Earl Carter
Earl Carter, President Holland Dairies, Inc.
As of January 1, 1999

By: Paul Benne
Paul Benne Assistant Secretary
Print Name and Title

"Assignor"

"Assignee"

STATE OF Illinois)
) SS:
COUNTY OF Macoupin)

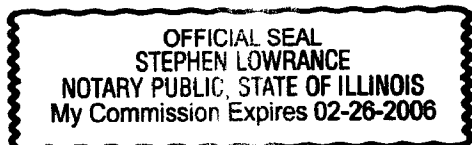
ON THIS 28th day of June, 2005, before me, a Notary Public in and for said County and State, personally appeared Earl Carter, the President of Holland Dairies, Inc., the corporation which executed the foregoing instrument, who acknowledged and affirmed that he did sign said instrument as such President, for and on behalf of said corporation and by authority granted to him by said corporation, that the same is his free act and deed as said President and the free act and deed of said corporation.

My Commission Expires:
02/26/2006

Stephen Lowrance
Signature of Notary Public

My County of Residence is:
Macoupin

Stephen Lowrance
Printed Name of Notary



TRADEMARK ASSIGNMENT AGREEMENT

This Agreement, effective as of the 1st day of January, 1999, by and between Holland Dairies, Inc., an Indiana corporation with its principal place of business at 300 Main Street, Holland, Indiana 47541 ("Assignor") and Hoosier Dairy, Inc., an Indiana corporation ("Assignee");

WHEREAS, Assignor has adopted and is using the trademark "Tasty Sips", which was registered at the United States Patent and Trademark Office on February 13, 1996, as Registration No. 1,956,682 ("Trademark"); and

WHEREAS, Assignee desires to acquire the Trademark and all rights thereto and Assignor desires to assign the Trademark to Assignee;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT OF TRADEMARK.** Holland Dairies, Inc., as Assignor, does hereby assign unto Hoosier Dairy, Inc. all rights, title and interest in and to the trademark "Tasty Sips", together with the goodwill of the business symbolized by the Trademark, accruing on or after the effective date of this Agreement.

2. **MISCELLANEOUS.** This Agreement contains the entire agreement between the parties hereto concerning the assignment of the Trademark and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto. This Assignment shall be construed under, and governed by, the laws of the State of Indiana. As used in this Agreement, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall be meant to include any other gender. This Agreement shall bind the parties, their respective heirs, successors and assigns. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. THIS PROVISION AND EACH AND EVERY PROVISION OF THIS AGREEMENT MAY NOT UNDER ANY CIRCUMSTANCES, BE MODIFIED, CHANGED, AMENDED OR PROVISION HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY ALL PARTIES HERETO.

IN WITNESS WHEREOF, the parties have hereunto executed this Trademark Assignment Agreement effective as of the date first above-written.

[Signatures and Notary Jurats to Follow]

HOLLAND DAIRIES, INC.

HOOSIER DAIRY, INC.

By: Earl Carter
Earl Carter, President

By: Leonard J. Southwell
LEONARD J. SOUTHWELL, PRES.
Printed Name & Title

"Assignor"

"Assignee"

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

ON THIS 5th day of January, 1999, before me, a Notary Public in and for said County and State, personally appeared Earl Carter, the President of Holland Dairies, Inc., the corporation which executed the foregoing instrument, who acknowledged and affirmed that he did sign said instrument as such President, for and on behalf of said corporation and by authority granted to him by said corporation, that the same is his free act and deed as said President, and the free act and deed of said corporation.

My Commission Expires: July 17, 2006
My County of Residence is: Posy

Gayle S. Schmidt
Signature of Notary Public
Gayle S. Schmidt
Printed Name of Notary

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

ON THIS 5th day of January, 1999, before me, a Notary Public in and for said County and State, personally appeared Leonard Southwell President of Hoosier Dairy, Inc., the corporation which executed the foregoing instrument, who acknowledged and affirmed that he did sign said instrument as such President, for and on behalf of said corporation and by authority granted to him by said corporation, that the same is his free act and deed as said President, and the free act and deed of said corporation.

My Commission Expires: July 17, 2006
My County of Residence is: Posy

Gayle S. Schmidt
Signature of Notary Public
Gayle S. Schmidt
Printed Name of Notary

State of Indiana
Office of the Secretary of State

CERTIFICATE OF MERGER

of

EAST SIDE JERSEY DAIRY INC

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

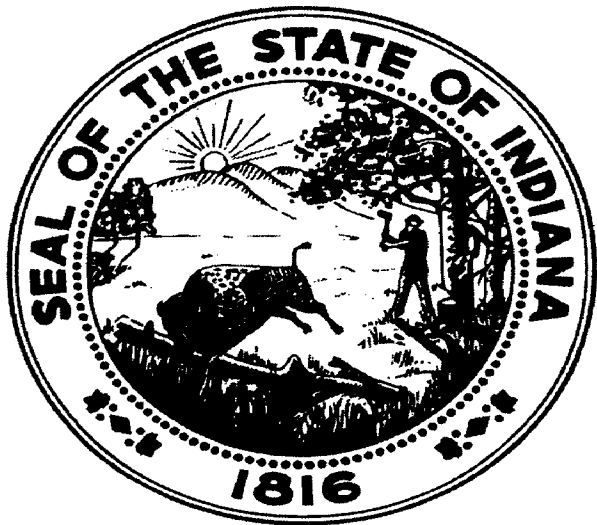
HOOSIER DAIRY, INC.

a(n) For-Profit Domestic Corporation

merged with and into the surviving entity:

EAST SIDE JERSEY DAIRY INC

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 31, 2001.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 31, 2001.

Sue Anne Gilroy

SUE ANNE GILROY,
SECRETARY OF STATE

194139-043 / 2002010233668

Exhibit B

TRADEMARK
REEL: 003193 FRAME: 0687

**APPROVED
AND
FILED
IND. SECRETARY OF STATE**



ARTICLES OF MERGER
State Form 39036 (RS / 2-97)
Approved by State Board of Accounts, 1995

**SUE ANNE GILROY
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576**

Indiana Code 23-1-40-1 et. seq.
FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for inserts.
Present original and two (2) copies to address in upper right corner of this form.
Please **TYPE** or **PRINT**.
Upon completion of filing the Secretary of State will issue a receipt.

**ARTICLES OF MERGER / SHARE EXCHANGE
OF
Hoosier Dairy, Inc.**
(hereinafter "the nonsurviving corporation(s)")

**INTO
East Side Jersey Dairy, Inc.**
(hereinafter "the surviving corporation")

ARTICLE I - SURVIVING CORPORATION

The name of the corporation surviving the merger is: East Side Jersey Dairy, Inc.
and such name has has not (*designate which*) been changed as a result of the merger.

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on December 29, 1947

b. The surviving corporation is a foreign corporation incorporated under the laws of the State of _____ and qualified not qualified (*designate which*) to do business in Indiana.
if the surviving corporation is qualified to do business in Indiana, state the date of qualification: _____
(*If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority".*)

ARTICLE II - NONSURVIVING CORPORATION (S)

The name, state of incorporation, and date of incorporation or qualification (*if applicable*) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation Hoosier Dairy, Inc.	
State of Domicile Indiana	Date of Incorporation or qualification in Indiana (<i>if applicable</i>) November 16, 1961
Name of Corporation	
State of Domicile	Date of Incorporation or qualification in Indiana (<i>if applicable</i>)
Name of Corporation	
State of Domicile	Date of Incorporation or qualification in Indiana (<i>if applicable</i>)

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof. **Attached**

ARTICLE IV - MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / ~~share exchange~~ was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / ~~share exchange~~ and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on December 13 ~~XX~~ ²⁰⁰¹ and signed by all shareholders entitled to vote.
 B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

ARTICLE V - MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION (Must complete Section 1 or 2)

Shareholder vote not required.

The merger / ~~share exchange~~ was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Vote of shareholders (Select either A or B)

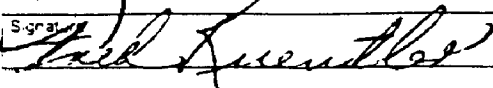
The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / ~~share exchange~~ and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on December 13 ~~XX~~ ²⁰⁰¹ and signed by all shareholders entitled to vote.
 B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

In Witness Whereof, the undersigned being the President of the surviving corporation executes these Articles of Merger / ~~Share Exchange~~ and verifies, subject to penalties of perjury that the statements contained

herein are true, this 13th day of December ~~XX~~ ²⁰⁰¹

Signature: 

Printed name: Fred Kuentler

**PLAN OF MERGER
BETWEEN
HOOSIER DAIRY, INC.
AND
EAST SIDE JERSEY DAIRY, INC.**

1. Hoosier Dairy, Inc., an Indiana corporation, is a wholly owned subsidiary of Prairie Farms Dairy, Inc., an Illinois corporation. All outstanding stock is owned by Prairie Farms Dairy, Inc.
2. East Side Jersey Dairy, Inc., an Indiana corporation, is a wholly owned subsidiary of Prairie Farms Dairy, Inc., an Illinois corporation. All outstanding stock is owned by Prairie Farms Dairy, Inc.
3. Hoosier Dairy, Inc. is referred to herein as "Non-Surviving Corporation".
4. East Side Jersey Dairy, Inc. is referred to herein as "Surviving Corporation".
5. The Non-Surviving Corporation and the Surviving Corporation is each a wholly owned subsidiary of Prairie Farms Dairy, Inc. and it is not necessary to convert any shares of the Non-Surviving Corporation into shares, obligations or other securities or into cash or other property.
6. East Side Jersey, Inc. shall be the surviving corporation, and all the estate, property, rights, privileges, leases, patents, and franchises of the Non-Surviving Corporation shall vest in and be possessed by East Side Jersey Dairy, Inc. The officers and Board of Directors are authorized to execute all deeds, assignments, and documents of every nature which may be needed to effectuate a full and complete transfer.
7. East Side Jersey Dairy, Inc. shall assume all obligations of the Non-Surviving Corporation.
8. The Plan shall be adopted upon its approval by the Board of Directors of East Side Jersey Dairy, Inc. and the Board of Directors of Hoosier Dairy, Inc. and the shareholders of each party to the merger and shall become effective upon filing with the Secretary of State but for all business purposes shall be effective at the close of business on December 31, 2001.
9. This Plan of Merger ("the Plan") is intended to qualify under and be in accordance with Sections 23-1-40-1 and 23-1-40-3 of the Indiana Business Corporation Law.
10. The Articles of Incorporation of East Side Jersey Dairy, Inc. are not amended.
11. The Board of Directors of East Side Jersey Dairy, Inc. and the Non-Surviving Corporation and, subject to the directors, the officers of East Side Jersey Dairy, Inc. and the Non-Surviving Corporation, shall have authority to do or authorize any and all acts and things as provided for in the Plan, and any and all such further acts and things as they may consider desirable to carry out the purposes of the Plan, including the preparation, execution, and filing of all such certificates, documents, forms or other papers which may be necessary or appropriate to implement the Plan. The directors of East Side Jersey Dairy, Inc. and the Non-Surviving Corporation shall have authority to authorize such variations from or amendments to the provisions of the Plan as may be necessary or appropriate to effect the merger between East Side Jersey Dairy, Inc. and the Non-Surviving Corporation in accordance with the law. The death, resignation, or other disability of a director or officer of either corporation shall not

impair the authority of the surviving or remaining directors or officers to exercise any of the powers provided for in the Plan. The failure to fill any vacancy shall not impair the authority of the surviving or remaining directors or officer to exercise any of the powers provided for in the Plan.