

07-19-2005

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patents and Trademarks. Pl

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eof.

OFFICE OF PUBLIC RECORDS
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FINANCIAL SERVICES

7.1465

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

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

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

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

Name: Hoosier Dairy, Inc.

Internal Address: _____

Street Address: 300 Main Street

City: Holland State: Indiana Zip: 47541

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

3. Nature of Conveyance:

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

Execution Date: January 5, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s):
1,956,682

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:

07/18/2005 DBYRME 00000128 1956682

01 FC:8521

40.00 OP

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

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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.

By: Earl Carter
Earl Carter, President

"Assignor"

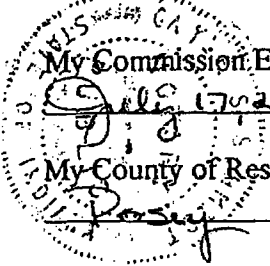
HOOSIER DAIRY, INC.

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

"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.

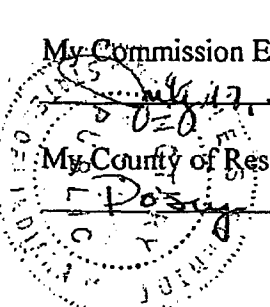


My Commission Expires: July 17, 2006
My County of Residence is: Posuy

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: Posuy

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