

11-18-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new **FINANCE SECTION**

1. Name of conveying party(ies):

Farmland Dairies LLC
520 Main Avenue
Wallington, N.J. 07057

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Flagship Atlanta Dairy, LLC

Internal

Address: _____

Street Address: 777 Memorial Drive

City: Atlanta

State: GA

Country: USA Zip: 20316

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship Delaware

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 17, 2005

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

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

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional sheet(s) attached? Yes No

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

N/A

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

Name: Jonathan Ilsong Ahn, Esq.

Internal Address: _____

Street Address: 250 W. Pratt St., 16th Fl.

City: Baltimore

State: MD Zip: 21201

Phone Number: 410-576-4783

Fax Number: 410-539-5223

Email Address: jahn@semmes.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 190.00

- 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:

Signature

11/10/05
Date

Jonathan Ilsong Ahn, Attorney for Receiving Party

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450


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01 FC:8521
02 FC:8522

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TRADEMARK
REEL: 003255 FRAME: 0402

ASSIGNED TRADEMARKS

TRADEMARK	COUNTRY	OWNER	APPLICATION NO. / REGISTRATION NO.	APPLICATION DATE / REGISTRATION DATE	GOODS / SERVICES
KINNETT	US	Farmland Dairies LLC	App. # 75348579 Reg. # 2199767	Filed: Aug. 28, 1997 Reg: Oct.27,1998	House mark for ice creams, frozen confections, frozen yogurts, sherbets; house mark for milk.
MATHIS DAIRY	U.S.	Farmland Dairies LLC	App. # 75337920 Reg. # 2768498	Filed: Aug. 8, 1997 Reg: Sept. 30, 2003	Milk and dairy products excluding ice cream, ice milk, and frozen yogurt.
					
MOOZONE DESIGN	U.S.	Farmland Dairies LLC	App. # 76571647	Filed: January 23, 2004	Dairy Product, excluding ice cream, ice milk and frozen yogurt; bakery goods, cookies and crackers.
PEELERS FARM FRESH & Design	U.S.	Farmland Dairies LLC (successor by merger to Peeler Jersey Farms, Inc.)	App. # 73370789 Reg. # 1269403	Filed: June 1, 1982 Reg: March 6, 1984	Dairy products, namely, whole milk, buttermilk, whipping cream, chocolate milk, skim milk, lowfat milk, cottage cheese, butter, egg nog; orange juice and fruit drinks containing water; Dairy products, namely, ice cream and ice milk.
PEELERS & Design	U.S.	Farmland Dairies LLC	App. # 73366848 Reg. # 1268692	Filed: May 27, 1982 Reg: Feb. 28, 1984	Dairy products, namely, whole milk, buttermilk, whipping cream, chocolate milk, skim milk, lowfat milk, cottage cheese, butter, egg nog; orange juice and fruit drinks containing water; ice cream, ice milk
PEELERS	U.S.	Farmland Dairies LLC	App. # 73366845 Reg. # 1268691	Filed: May 27, 1982 Reg: Feb. 28, 1984	Dairy products, namely, whole milk, buttermilk, whipping cream, chocolate milk, skim milk, lowfat milk, cottage cheese, butter, egg nog; orange juice, fruit drinks containing water;
THE JUST RIGHT JUG ²	U.S.	Farmland Dairies LLC (successor by merger to Kinnett Dairies, Inc.)	App. # 75424953 Reg. # 2224289	Filed: Jan. 28, 1998 Reg: Feb. 16, 1999	Containers for Dairy Products

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("*Assignment*"), dated as of May 17, 2005, is made by Farmland Dairies LLC, a Delaware limited liability company, with its principal offices at 520 Main Avenue, Wallington N.J. 07057 ("*Assignor*").

WHEREAS, Assignor owns (except as otherwise disclosed on Schedule A) all right, title and interest, both statutory and common law rights, in and to the United States trademarks, and registrations and applications therefor together with the goodwill associated thereto as listed on **Schedule A** (the "*Assigned Trademarks*");

WHEREAS, Assignor and Flagship Atlanta Dairy LLC, a Delaware limited liability company, successor by merger to Flagship Holdings, Inc., a Delaware corporation, with its principal offices at 777 Memorial Drive, Atlanta, GA 30316 ("*Assignee*"), are parties to an Asset Purchase Agreement, dated as of March 23, 2005, as amended by an Amendment No. 1 to Asset Purchase Agreement, dated as of May 9, 2005, (as amended, the "*Purchase Agreement*") pursuant to which Assignor has agreed, *inter alia*, to sell its fluid milk and other beverages business in the State of Georgia and certain of its assets to the Assignee, and Assignee, *inter alia*, has agreed to purchase such business and assets from the Assignor; and

WHEREAS, in connection with and with the representations and warranties of Assignor as provided in the Purchase Agreement, Assignee desires to acquire, and Assignor desires to assign, all of Assignor's right, title and interest in and to the Assigned Trademarks together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. The Recitals and the referenced Purchase Agreement hereto are an integral and substantial part of this Assignment.
2. Assignor does hereby sell, assign and transfer to Assignee, all of its right, title and interest, both statutory and common law rights, in and to the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, and all other Intellectual Property (as defined in the Section 1 of the Purchase Agreement) rights associated with the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in

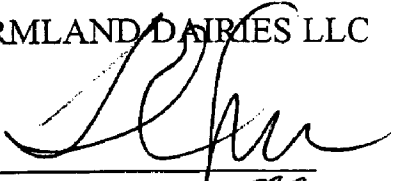
law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

3. Assignor agrees to execute any additional documents and to take such other actions as may be necessary to transfer to Assignor its entire right, title and interest in and to the Assigned Trademarks.
4. The assignment set forth in paragraph 2 of this Assignment is subject to all licenses and other rights in and to the Assigned Trademarks previously granted to any third person, which grants are in effect as of the date of this Assignment.
5. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of the Assigned Trademarks.
6. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof.
7. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.


FARMLAND DAIRIES LLC

By: 
Name: TE WEBB
Title: CEO

FLAGSHIP ATLANTA DAIRY LLC

By: _____
Name:
Title:

ATTESTATION OF WITNESS

I, , whose full post office address is 520 Main Ave, Washington, DC, was personally present and did see [officer], who is personally known to me, execute the above assignment.



IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

FARMLAND DAIRIES LLC

By: _____
Name:
Title:

FLAGSHIP ATLANTA DAIRY LLC

By: Patrick Labriola
Name: PATRICK LABRIOLA
Title: PRESIDENT

ATTESTATION OF WITNESS

I, ELIZABETH A GRAF, whose full post office address is 1112 Haver Ct McDonough, GA was personally present and did see [officer], who is personally known to me, execute the above assignment.

Elizabeth A Graf