

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Ridge Paper Products Inc.		01/24/2007	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Milk Media, Inc.		
Street Address:	9 Desbrosses Street		
Internal Address:	#512		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78906846	MILK ROCKS!	
Serial Number:	77005008	JUICE ROCKS!	
CORRESPONDENCE DATA			
Fax Number:	(212)468-4888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	pwelch@dglaw.com, vmartell@dglaw.com		
Correspondent Name:	Peter Welch		
Address Line 1:	1740 Broadway		
Address Line 2:	Davis & Gilbert LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	6475-10-4		
NAME OF SUBMITTER:	Peter Welch		

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Signature:

/peter welch/

Date:

04/24/2007

Total Attachments: 3

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AMENDMENT NO. 1
to
AGREEMENT BETWEEN
MILKMEDIA, INC. AND BLUE RIDGE PAPER PRODUCTS INC.

This **AMENDMENT NO. 1** ("Amendment No. 1") to the **AGREEMENT** (the "**Original Agreement**", and together with this Amendment No. 1, collectively, the "**Agreement**") is made by and between MilkMedia, Inc. ("**MilkMedia**") and Blue Ridge Paper Products Inc. ("**Blue Ridge**") as of January 24, 2007 (the "**Amendment Date**"). All capitalized terms not defined in this Amendment No. 1 shall have the meanings set forth in the Original Agreement.

WHEREAS, the parties entered into the Original Agreement as of October 12, 2006; and

WHEREAS, the parties wish to amend the Original Agreement to transfer ownership of certain property to MilkMedia in exchange for the performance of certain obligations as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth in this Amendment No. 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties mutually agree as follows:

1. Assignment of Milk Rocks! Property. Blue Ridge hereby transfers and assigns all right, title and interest in and to the Milk Rocks! Property to MilkMedia free and clear of any claims, encumbrances or liens, including all intellectual property rights contained therein, including trademarks and all goodwill associated therewith including pending trademark application 78/906,846, filed on June 13, 2006. The "Milk Rocks! Property" means the Milk Rocks! trademark, the Juice Rocks! trademark, the domain name milkrocks.com and all content on the milkrocks.com web site (the "Web Site"), including all images, graphic designs and all strategic and marketing plans for promoting the property to any applicable audience including dairies, schools, other trades groups and consumers, and all contracts with third parties who appear or have content on the Web Site (such as Britney Christian). Blue Ridge agrees to execute any documents or take any reasonable steps necessary to evidence and affect the transfer herein. Blue Ridge agrees not to create or register any trademarks or domain names substantially similar to any part of the Milk Rocks! Property after the Amendment Date. This provision shall survive the termination or expiration of the Original Agreement.

2. Exclusive License to Blue Ridge. MilkMedia hereby grants Blue Ridge a royalty-free, worldwide right and license to use the Milk Rocks! Property to generally promote the sale of milk cartons to dairies, schools and similar entities using materials provided at no cost by MilkMedia to Blue Ridge and for other projects mutually agreed upon by the parties for the Milk Rocks! Program. The "Milk Rocks! Program" means a multi-tiered promotional program to encourage milk consumption and other positive health and nutritional messages to children using entertaining content, music, contests and similar promotions. Milk Media agrees that it shall not license or authorize any other beverage packaging company or company which manufactures cartons or beverage containers to use the Milk Rocks! Property without Blue Ridge's prior written consent.

3. Obligations of MilkMedia. MilkMedia agrees to pay for and manage the Web Site, including but not limited to, creative development, updates, hosting and support. MilkMedia agrees to market and promote the Web Site and the Milk Rocks! Program to U.S. consumers in a manner and quality at least as high as prior to the Amendment Date. MilkMedia also agrees to provide Blue Ridge with sales material for the purpose of marketing the Milk Rocks! Program to schools and dairies in a manner and quality at least as high as prior to the Amendment Date.

4. Obligations of Blue Ridge. Blue Ridge agrees to purchase advertising space in an amount commensurate with its prior purchases under previous agreements with MilkMedia for the Milk Rocks! Program in school-oriented, dairy-oriented and beverage trade publications. Blue Ridge agrees to pay all production, printing, shipping and distribution costs of any collateral, direct mail or email campaign directed toward its own target audience of schools, dairies and other beverage packaging companies and for any other miscellaneous marketing activities when using the Milk Rocks! Property, as well as for the media placement costs of any trade advertising to these groups. All decisions as to the scope and timing of all collateral, direct mail, or e-mail campaigns are made at the discretion of Blue Ridge. MilkMedia has not rights to incur any advertising, marketing, or other expense on behalf of Blue Ridge. Any sales materials used by Blue Ridge which have not been created and supplied by MilkMedia for the Milk Rocks Program should be consistent in message to those materials. Blue Ridge shall distribute the Promotional Materials under Section 2(a) of the Original Agreement to schools.

5. Changes to the Original Agreement. To the extent there are any conflicts between the terms of this Amendment No. 1 and the terms of the Original Agreement, the terms of this Amendment No. 1 shall govern. In addition to the terms and conditions of this Amendment No. 1 and those provisions of the Original Agreement which are logically modified as a result of this Amendment No. 1, the following provisions of the Original Agreement are hereby modified: (i) Milk Media shall not be required to obtain approvals for the Web Site under Section 2(b), but shall maintain the Web Site in a manner and quality at least as high as prior to the Amendment Date, and shall be in compliance with all applicable laws (including the Children's Online Privacy Protection Act and all the terms of the sponsorship agreements, (ii) Section 4 is deleted in its entirety and (iii) Section 6(a) is deleted in its entirety.

6. Representation. Each party represents and warrants to the other party that: (i) it has the full corporate right, power and authority to enter into this Amendment No. 1 and that the performance of its obligations and rights granted hereunder do not and will not violate any agreement to which it is a party or by which it is bound or the rights of any third party, (ii) when executed and delivered, this Amendment No. 1 will constitute the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms and (iii) it shall at all times be in compliance with all applicable laws, rules and regulations.

7. General. This Amendment No. 1 is incorporated into the Original Agreement. Except as modified in this Amendment No. 1, all of the terms of the Original Agreement will remain in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document. The parties may sign and deliver this Amendment No. 1 by facsimile transmission.


8. Right of First Refusal. Should MilkMedia ever become insolvent, declare bankruptcy, or discontinue use of the Milk Rocks! trademark, Blue Ridge will have a right of first refusal to acquire the mark Milk Rocks! and underlying goodwill. Should MilkMedia desire to transfer the trademark Milk Rocks! and underlying goodwill associated therewith, Blue Ridge will be given a right of first refusal.

9. Breach. Should either Party allege a breach of this Agreement, the alleged breaching Party will be provided with a sixty (60) day interval in which to cure the breach.

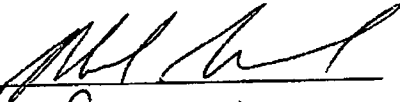
10. Effect of Termination. In the event MilkMedia ever seeks to terminate this agreement or allege a material breach of the Agreement by Blue Ridge, Blue Ridge shall have the right to continue to fulfill then existing contracts and orders using the Milk Rocks! trademark and other proprietary information as identified in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed as of the Amendment Date.

Milk Media, Inc.

By: 
Name: Richard Long
Title: President

Blue Ridge Paper Products Inc.

By: 
Name: Richard Lozyniak
Title: CEO