

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milk Products, LLC		06/29/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	201 South College Street		
Internal Address:	8th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28288-0680		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2756869	GROVE'S PRIDE	
Registration Number:	2720313	SANTA MARIA	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St., Hearst Tower 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13567.120 NATLDAIRYHOLDIN		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		

OP \$65.00 2756869

Signature:

/Karl S. Sawyer, Jr./

Date:

07/05/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 11, 2007 by and between MILK PRODUCTS, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 5327 South Lamar, Dallas, Texas 75215, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Fourth Amended and Restated Credit Agreement, dated as of March 15, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") among National Dairy Holdings, LP (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of the Second Amended and Restated Collateral Agreement dated as of March 15, 2005 by and among the Borrower and certain of its Subsidiaries party thereto, including the Grantor, in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

MILK PRODUCTS, LLC, as Grantor

By: NATIONAL DAIRY HOLDINGS, LP, a Delaware limited partnership, its sole Manager

By: DAIRY MANAGEMENT LLC, a Delaware limited liability company, its sole General Partner

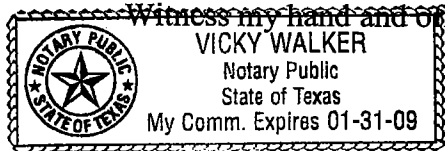
By: Frederick J. Fowler
Frederick J. Fowler
Executive Vice President,
General Counsel and Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

I, Vicky Walker, a Notary Public for said County and State, do hereby certify that Frederick J. Fowler personally appeared before me this day and stated that (s)he is Executive Vice President, General Counsel and Secretary of Dairy Management LLC and acknowledged, on behalf of the above named entity the due execution of the foregoing instrument.



Witness my hand and official seal, this 29th day of June, 2007.

Vicky Walker
Notary Public

My commission expires:


01-31-09

[Signature Pages Continue]

[Trademark Security Agreement – Milk Products, LLC]

Agreed and Accepted as of the
29 day of June, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: JORGE A. GONZALEZ
Title: Managing Director

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
GROVE'S PRIDE	2,756,869	08/26/03		08/26/08
SANTA MARIA	2,720,313	06/03/03		06/03/08

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

4834-9751-9873.02