TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-------------------|
| Wells Dairy, Inc. | | 12/21/2007 | CORPORATION: IOWA |

RECEIVING PARTY DATA

| Name: | Wells Fargo Foothill, LLC, as Agent | |
|-------------------|-------------------------------------|--|
| Street Address: | 1100 Abernathy Road | |
| Internal Address: | Suite 1600 | |
| City: | Atlanta | |
| State/Country: | GEORGIA | |
| Postal Code: | 30328 | |
| Entity Type: | LIMITED LIABILITY COMPANY: | |

PROPERTY NUMBERS Total: 145

| Property Type | Number | Word Mark | |
|----------------------|----------|----------------------------|--|
| Serial Number: | 77131164 | HEALTH SMART | |
| Serial Number: | 78946238 | FIZZ FACTOR | |
| Registration Number: | 3201994 | SCOOP TROOP | |
| Serial Number: | 78834289 | POLAR POPS | |
| Registration Number: | 3145620 | CARAMEL PECAN PASSION | |
| Registration Number: | 3145595 | PERFECTLY PEPPERMINT | |
| Registration Number: | 3145587 | FROZE TOES | |
| Registration Number: | 3145574 | CAPTAIN CANDI COTTON | |
| Registration Number: | 3145575 | THE CAKEINATOR | |
| Registration Number: | 3145576 | SCOOPER HERO | |
| Serial Number: | 78743714 | DELICIOUSLY RICH & CREAMY! | |
| Serial Number: | 78743813 | DELICIOUSLY RICH & CREAMY! | |
| Serial Number: | 78729739 | SUPER FUDGE BROWNIE | |
| | | TRADEMARK | |

TRADEMARK **REEL: 003714 FRAME: 0125**

900098346

| Registration Number: | 0.4.00000 | | |
|----------------------|-----------|--------------------------------|--|
| | 3189030 | COFFEE TOFFEE KAHLUSION | |
| Registration Number: | 3297284 | CREMETORTES | |
| Registration Number: | 3135501 | PEANUT BRITTLE PERSUASION | |
| Registration Number: | 3106868 | COUNTRY RICH | |
| Registration Number: | 3106851 | CHOCOLATE MONSOON | |
| Serial Number: | 78670433 | GOOEY CHEWY TURTLE BROWNIE | |
| Registration Number: | 3104015 | CHOCOLATE BROWNIE EXTREME | |
| Serial Number: | 78659502 | DOUBLE FUDGE FRENZY | |
| Registration Number: | 3132401 | GOIN' BANANAS | |
| Registration Number: | 3132400 | GOIN' BANANAS | |
| Registration Number: | 3185968 | KEY LIME MELTDOWN | |
| Registration Number: | 3123207 | COOKIE CRAZE | |
| Registration Number: | 3161994 | CHOCOLATE SEDUCTION | |
| Registration Number: | 3095458 | PEANUT PARADISE | |
| Registration Number: | 3225795 | SWEET FREEDOM SUPREMES | |
| Registration Number: | 3167687 | PEACH MANGO PASSION | |
| Registration Number: | 3065828 | STAR BAR | |
| Registration Number: | 3059113 | LUCK O' THE IRISH | |
| Registration Number: | 3132185 | VANILLA STORM | |
| Registration Number: | 3063306 | COFFEE BREAK | |
| Registration Number: | 3185055 | NEW YORK CHERRY CHEESECAKE | |
| Registration Number: | 3057821 | ORANGE DREAM | |
| Registration Number: | 3055380 | TWIST OF FATE | |
| Registration Number: | 3057725 | DIET ANOTHER DAY | |
| Registration Number: | 3147693 | TURTLES N' CREAM | |
| Registration Number: | 3235881 | SUPER CHUNKY COOKIE DOUGH | |
| Registration Number: | 3055238 | COOL DAZE | |
| Registration Number: | 3080859 | PERSONALS | |
| Registration Number: | 3311671 | CAPPUCCINO FUDGE BLITZ | |
| Registration Number: | 3035591 | PARTICAKE | |
| Registration Number: | 3035593 | GOIN' BANANAS | |
| Registration Number: | 3205000 | BLENDZ | |
| Registration Number: | 3032024 | INCREDIPLES | |
| Registration Number: | 2980020 | WHITE CHOCOLATE CARAMEL SPLASH | |

| Registration Number: | 3170599 | STIR CRAZY | |
|----------------------|---------|----------------------------------------------|--|
| Registration Number: | 3040772 | PECAN PASSION | |
| Registration Number: | 2999272 | ULTIMATE REWARDS | |
| Registration Number: | 3002965 | GOLDEN TREASURE | |
| Registration Number: | 3133981 | SWIRL SENSATIONS | |
| Registration Number: | 3176005 | CHOCOLATE RASPBERRY OBSESSION | |
| Registration Number: | 3254719 | TRUFFLE PARADISE | |
| Registration Number: | 3187921 | JUST REWARDS | |
| Registration Number: | 2938156 | CARAMEL MUD SPLASH | |
| Registration Number: | 3001078 | BIG DOUBLE STRAWBERRY | |
| Registration Number: | 2917458 | COLORADO RIVER RAPIDS | |
| Registration Number: | 2913353 | CASCADE | |
| Registration Number: | 2919044 | CHERRY CHOCOLATE CASCADE | |
| Registration Number: | 2908840 | TOFFEE TEMPTATION | |
| Registration Number: | 2957106 | WILDBERRY SAFARI | |
| Registration Number: | 2911130 | EXPERIENCE OUR PASSION! | |
| Registration Number: | 2987276 | ВОМВ РОР | |
| Registration Number: | 2987275 | ВОМВ РОР | |
| Registration Number: | 2908749 | ELEPHANT STAMPEDE | |
| Registration Number: | 2946024 | TRES LECHE TEMPTATION | |
| Registration Number: | 2989049 | SPUMONI AMORE | |
| Registration Number: | 2906737 | SIDEWALK SUNDAE | |
| Registration Number: | 2903452 | CARB FREEDOM | |
| Registration Number: | 2884475 | SWEET FREEDOM | |
| Registration Number: | 2889315 | CARB FREEDOM | |
| Registration Number: | 2773702 | FRIAZOS | |
| Registration Number: | 2786210 | RHAPSODY | |
| Registration Number: | 2728109 | CRAZY CUPS | |
| Registration Number: | 2701396 | NUTS UP? | |
| Registration Number: | 2656567 | EXTREMES | |
| Registration Number: | 2792745 | DAIRY INNOVATIONS | |
| Registration Number: | 2832952 | PEANUT BUTTER PANIC | |
| Registration Number: | 2478236 | BUNNY TRACKS | |
| Registration Number: | 2469853 | MADE BY PEOPLE WHO LOVE IT AS MUCH AS YOU DO | |
| Registration Number: | 2508078 | YUMTONIC | |

| Registration Number: | 2545960 | GIVE PEACH A CHANCE | |
|----------------------|---------|----------------------|--|
| Registration Number: | 2486241 | SMOOTHIE.YUM | |
| Registration Number: | 2480756 | SPEEDWAY SUNDAE | |
| Registration Number: | 2521682 | BLUE RASPBERRY BLAST | |
| Registration Number: | 2576517 | VERRY STRAWBERRY | |
| Registration Number: | 2542169 | ORANGE OVERLOAD | |
| Registration Number: | 2375344 | DESSERT SINSATIONS | |
| Registration Number: | 2369479 | JUNGLE ADVENTURES | |
| Registration Number: | 2426211 | AMAZON STORM | |
| Registration Number: | 2526455 | CONFECTIONS & CREAM | |
| Registration Number: | 2409266 | SMOOTHERS 'N SHAKERS | |
| Registration Number: | 2264930 | DREAM BAR | |
| Registration Number: | 2492944 | BOMB SQUAD | |
| Registration Number: | 2228552 | NUTRITION PLUS | |
| Registration Number: | 2235521 | CARAMEL APPLE TREATS | |
| Registration Number: | 2239774 | CHIPS GALORE! | |
| Registration Number: | 2243321 | BLUE BUNNY WELLS | |
| Registration Number: | 2243320 | BLUE BUNNY WELLS | |
| Registration Number: | 2136795 | FRIO GRANDE | |
| Registration Number: | 2163261 | TIMEBOMB | |
| Registration Number: | 2083753 | CHOCO MALT | |
| Registration Number: | 2232584 | SCREAMERS | |
| Registration Number: | 3310182 | BIG DIPPER | |
| Registration Number: | 2031969 | CYBERBYTE | |
| Registration Number: | 2031929 | BIG BOPPER | |
| Registration Number: | 2063895 | STRAWBERRY CHILL | |
| Registration Number: | 2021396 | THE CHAMP! | |
| Registration Number: | 1946861 | POLAR TREATS | |
| Registration Number: | 2216588 | DOUBLE DIP | |
| Registration Number: | 2022807 | SUPER FREEZE | |
| Registration Number: | 2114408 | CHILL | |
| Registration Number: | 1945098 | LEMON CHILL | |
| Registration Number: | 1909404 | NUTT'N BETTER | |
| Registration Number: | 1862670 | CITRUS SNACKS | |
| Registration Number: | 1870729 | COOL JUICE | |
| II | 11 | TRADEMARK TRADEMARK | |

| Registration Number: | 1861083 | COOL TUBES |
|----------------------|---------|---------------------|
| Registration Number: | 1918207 | BIG VANILLA |
| Registration Number: | 1882388 | BIG NEAPOLITAN |
| Registration Number: | 1941953 | SUNDAE CRUNCH |
| Registration Number: | 1892725 | BIG MISSISSIPPI MUD |
| Registration Number: | 1823028 | WHITE LEMON BOMB |
| Registration Number: | 1799557 | FUDGE BOMB |
| Registration Number: | 1849522 | CRUNCH BOMB |
| Registration Number: | 1790566 | SLUSH POPS |
| Registration Number: | 1852520 | CITRUS LITES |
| Registration Number: | 2075920 | HEALTH SMART |
| Registration Number: | 1606621 | LEMON CHILL |
| Registration Number: | 1536561 | LITE 85 |
| Registration Number: | 1494418 | WELLS' |
| Registration Number: | 1564035 | CITRUS SNACKS |
| Registration Number: | 1528443 | BLUE BUNNY |
| Registration Number: | 1331109 | FROZFRUIT |
| Registration Number: | 1187029 | JAZZBERRY |
| Registration Number: | 1167538 | HI LITE |
| Registration Number: | 1144421 | PEANUT STICK |
| Registration Number: | 1127938 | |
| Registration Number: | 1026325 | BOMB POP, JR. |
| Registration Number: | 1017720 | BOMBSTIK |
| Registration Number: | 0975095 | STAR STICK |
| Registration Number: | 1039931 | |
| Registration Number: | 0948643 | ВОМВ РОР |
| Registration Number: | 0926505 | POLAR TREATS |

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn

Address Line 1: 55 East Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

| l. | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--|--|
| ATTORNEY DOCKET NUMBER: | 1989.167 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |
| Signature: | /njb/ | | |
| Date: | 02/06/2008 | | |
| Total Attachments: 10 source=Wells Dairy Trademark Security Agreement#page1.tif source=Wells Dairy Trademark Security Agreement#page2.tif source=Wells Dairy Trademark Security Agreement#page3.tif source=Wells Dairy Trademark Security Agreement#page4.tif source=Wells Dairy Trademark Security Agreement#page5.tif source=Wells Dairy Trademark Security Agreement#page6.tif | | | |
| source=Wells Dairy Trademark Security Agreement#page7.tif source=Wells Dairy Trademark Security Agreement#page8.tif source=Wells Dairy Trademark Security Agreement#page9.tif source=Wells Dairy Trademark Security Agreement#page10.tif | | | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK, SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 212 day of December, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 2, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Wells Dairy, Inc., an Iowa corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated as of December 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this <u>Section 5</u>, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending <u>Schedule I</u> to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 7. <u>CONSTRUCTION</u>. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are

not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

-3-

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

| WELLS DAIRY, INC. |
|-------------------------------------------------------------------|
| |
| By: January |
| Name: Michael C. Likels |
| Title: CEO |
| ACCEPTED AND ACKNOWLEDGED BY: WELLS FARGO FOOTHILL, LLC, as Agent |
| By: Name: |
| |

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WELLS DAIRY, INC.

| Ву: |
|-------------------------------------|
| Name: |
| Title: |
| ACCEPTED AND ACKNOWLEDGED BY: |
| WELLS FARGO FOOTHILL, LLC, as Agent |
| By: David A. Ernst |
| Tide. Vice President |

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Application

SEE ATTACHED

| MARK | SERIAL NUMBER | REGISTRATION NUMBER | REGIS. DATE | OWNER INFORMATION |
|------------------------------|------------------|------------------------|-------------|-------------------|
| Health Smart | 77-131164 | NA | NA | Wells Dairy, Inc. |
| Fizz Factor | 78-946238 | NA | NA | Wells Dairy, Inc. |
| Scoop Troop | 78-848086 | 3201994 | 01/23/07 | Wells Dairy, Inc. |
| Polar Pops | 78-834289 | NA | NA | Wells Dairy, Inc. |
| Caramel Pecan Passion | 78-799901 | 3145620 | 09/19/06 | Wells Dairy, Inc. |
| Perfectly Peppermint | 78-781015 | 3145595 | 09/19/06 | Wells Dairy, Inc. |
| Froze Toes | 78-767442 | 3145587 | 09/19/06 | Wells Dairy, Inc. |
| Captain Candi Cotton | 78-755948 | 3145574 | 09/19/06 | Wells Dairy, Inc. |
| The Cakeinator | 78-756034 | 3145575 | 09/19/06 | Wells Dairy, Inc. |
| Scooper Hero | 78-756076 | 3145576 | 09/19/06 | Wells Dairy, Inc. |
| Deliciously Rich & Creamy! | 78-743714 | NA | NA | Wells Dairy, Inc. |
| Deliciously Rich & Creamy! | 78-743813 | NA | NA | Wells Dairy, Inc. |
| Super Fudge Brownie | 78-729739 | NA | NA | Wells Dairy, Inc. |
| The Gumbelievables | 78-729894 | NA | NA | Wells Dairy, Inc. |
| Coffee Toffee Kahlusion | 78-695272 | 3189030 | 12/26/06 | Wells Dairy, Inc. |
| Cremetortes | 78-695439 | 3297284 | 9/25/07 | Wells Dairy, Inc. |
| Peanut Brittle Persuasion | 78-690424 | 3135501 | 08/29/06 | Wells Dairy, Inc. |
| Country Rich | 78-672305 | 3106868 | 06/20/06 | Wells Dairy, Inc. |
| Chocolate Monsoon | 78-670441 | 3106851 | 06/20/06 | Wells Dairy, Inc. |
| Gooey Chewy Turtle Brownie | 78-670433 | NA | NA | Wells Dairy, Inc. |
| Chocolate Brownie Extreme | 78-665593 | 3104015 | 06/13/06 | Wells Dairy, Inc. |
| Double Fudge Frenzy | 78-659502 | No | No | Wells Dairy, Inc. |
| Goin' Bananas | 78-659069 | 3132401 | 08/22/06 | Wells Dairy, Inc. |
| Goin' Bananas | 78-659023 | 3132400 | 08/22/06 | Wells Dairy, Inc. |
| Key Lime Meltdown | 78-659124 | 3185968 | 12/19/06 | Wells Dairy, Inc. |
| Cookie Craze | 78-659120 | 3123207 | 08/01/06 | Wells Dairy, Inc. |
| Chocolate Seduction | 78-651350 | 3161994 | 10/24/06 | Wells Dairy, Inc. |
| Peanut Paradise | 78-640974 | 3095458 | 05/23/06 | Wells Dairy, Inc. |
| Sweet Freedom Supremes | 78-628677 | 3225795 | 04/03/07 | Wells Dairy, Inc. |
| Peach Mango Passion | 78-623963 | 3167687 | 11/07/06 | Wells Dairy, Inc. |
| Star Bar | 78-584820 | 3065828 | 03/07/06 | Wells Dairy, Inc. |
| Luck O' the Irish | 78-582449 | 3059113 | 02/14/06 | Wells Dairy, Inc. |
| Vanilla Storm | 78-582563 | 3132185 | 08/22/06 | Wells Dairy, Inc. |
| Coffee Break | 78-580373 | 3063306 | 02/28/06 | Wells Dairy, Inc. |
| New York Cheery | 78-577218 | 3185055 | 12/12/06 | Wells Dairy, Inc. |
| Cheesecake | | | | one zuny, me. |
| Orange Dream | 78-575085 | 3057821 | 02/07/05 | Wells Dairy, Inc. |
| Twist of Fate | 78-572344 | 3055380 | 01/31/06 | Wells Dairy, Inc. |
| Diet Another Day | 78-572233 | 3057725 | 02/07/06 | Wells Dairy, Inc. |
| Turtles N' Cream | 78-572309 | 3147693 | 09/26/06 | Wells Dairy, Inc. |
| Super Chunky Cookie Dough | 78-572269 | 3235881 | 05/01/07 | Wells Dairy, Inc. |
| Cool Daze | 78-568460 | 3055238 | 01/31/06 | Wells Dairy, Inc. |
| Personals | 78-531734 | 3080859 | 04/11/06 | Wells Dairy, Inc. |
| Cappuccino Fudge Blitz | 78-531754 | 3311671 | 10/16/07 | Wells Dairy, Inc. |
| Particake Particake | 78-519944 | 3035591 | 12/27/05 | Wells Dairy, Inc. |
| Goin' Bananas | 78-514478 | 3035593 | 12/27/05 | Wells Dairy, Inc. |
| COM Delimins | 10-21770 | 3033393 | 12/2/103 | wens Dany, Inc. |

| MARK | SERIAL NUMBER | REGISTRATION NUMBER | REGIS. DATE | OWNER INFORMATION |
|--------------------------|--------------------|------------------------|----------------------|-----------------------------------------|
| Blendz | 78-510788 | 3205000 | 02/06/07 | Wells Dairy, Inc. |
| Incrediples | 78-505362 | 3032024 | 12/20/05 | Wells Dairy, Inc. |
| White Chocolate Caramel | 78-491317 | 2980020 | 07/26/05 | Wells Dairy, Inc. |
| Splash | | | | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| Stir Crazy | 78-491273 | 3170599 | 11/14/06 | Wells Dairy, Inc. |
| Pecan Passion | 78-490044 | 3040772 | 01/10/06 | Wells Dairy, Inc. |
| Ultimate Rewards | 78-484845 | 2999272 | 09/20/05 | Wells Dairy, Inc. |
| Golden Treasure | 78-471737 | 3002965 | 09/27/05 | Wells Dairy, Inc. |
| Swirl Sensations | 78-459419 | 3133981 | 08/22/06 | Wells Dairy, Inc. |
| Chocolate Raspberry | 78-440763 | 3176005 | 11/28/06 | Wells Dairy, Inc. |
| Obsession | | | | |
| Truffle Paradise | 78-415102 | 3254719 | 6/26/07 | Wells Dairy, Inc. |
| Just Rewards | 78-392343 | 3187921 | 12/19/06 | Wells Dairy, Inc. |
| Caramel Mud Splash | 78-389959 | 2938156 | 04/05/05 | Wells Dairy, Inc. |
| Big Double Strawberry | 78-363665 | 3001078 | 09/27/05 | Wells Dairy, Inc. |
| Colorado River Rapids | 78-351269 | 2917458 | 01/11/05 | Wells Dairy, Inc. |
| Cascade | 78-347046 | 2913353 | 12/21/04 | Wells Dairy, Inc. |
| Cherry Chocolate Cascade | 78-347039 | 2919044 | 01/18/05 | Wells Dairy, Inc. |
| Toffee Temptation | 78-345526 | 2908840 | 12/07/04 | Wells Dairy, Inc. |
| Wildberry Safari | 78-345042 | 2957106 | 05/31/05 | Wells Dairy, Inc. |
| Experience our Passion! | 78-339553 | 2911130 | 12/14/04 | Wells Dairy, Inc. |
| Bomb Pop | 78-337749 | 2987276 | 08/23/05 | Wells Dairy, Inc. |
| Bomb Pop | 78-337744 | 2987275 | 08/23/05 | Wells Dairy, Inc. |
| Elephant Stampede | 78-337144 | 2908749 | 12/07/04 | Wells Dairy, Inc. |
| Tres Leche Temptation | 78-337138 | 2946024 | 05/03/05 | Wells Dairy, Inc. |
| Spumoni Amore | 78-337129 | 2989049 | 08/30/05 | Wells Dairy, Inc. |
| Sidewalk Sundae | 78-332336 | 2906737 | 11/30/04 | Wells Dairy, Inc. |
| Carb Freedom | 78-323706 | 2903452 | 11/06/04 | Wells Dairy, Inc. |
| Sweet Freedom | 78-316567 | 2884475 | 09/14/04 | Wells Dairy, Inc. |
| Carb Freedom | 78-311029 | 2889315 | 09/28/04 | Wells Dairy, Inc. |
| Friazos | 78-185607 | 2773702 | 10/14/03 | |
| Rhapsody | 78-045817 | 2786210 | 11/05/03 | Wells Dairy, Inc. |
| Crazy Cups | 78-045662 | 2728109 | 06/17/03 | Wells Dairy, Inc. |
| Nuts Up? | 78-031607 | 2701396 | 03/25/03 | Wells Dairy, Inc. |
| Extremes | 78-027207 | 2656567 | 12/03/02 | Wells Dairy, Inc. |
| Dairy Innovations | 78-025446 | 2792745 | | Wells Dairy, Inc. |
| Peanut Butter Panic | 78-022088 | 2832952 | 12/09/03 04/13/04 | Wells Dairy, Inc. |
| Bunny Tracks | 78-016752 | 2478236 | | Wells Dairy, Inc. |
| Made by People Who Love | 78-002576 | 2469853 | 08/14/01 | Wells Dairy, Inc. |
| it as much as You do | 76-002370 | 2409033 | 07/17/01 | Wells Dairy, Inc. |
| Yumtonic | 75-919140 | 2508078 | 11/12/01 | Walla Daine, Inc. |
| Give Peach a Chance | 75-919140 | 254960 | 11/13/01 03/12/02 | Wells Dairy, Inc. |
| Smothie. Yum | 75-919139 | 2486241 | 03/12/02 | Wells Dairy, Inc. |
| Speedway Sundae | 75-830063 | 2480756 | 08/21/01 | Wells Dairy, Inc. |
| Blue Raspberry Blast | 75-830063 | 2521682 | 12/25/01 | Wells Dairy, Inc. |
| Verry Strawberry | 75-829000 | 2576517 | 06/04/02 | Wells Dairy, Inc. |
| Orange Overload | 75-822211 | | | Wells Dairy, Inc. |
| Dessert Sinsations | 75-822209 | 2542169 | 02/26/02 | Wells Dairy, Inc. |
| Dessett Silisations | /J=0124 0 U | 2375344 | 08/08/00 | Wells Dairy, Inc. |
| Jungle Adventures | 75-674134 | 2369479 | 07/18/00 | Wells Dairy, Inc. |
| Amazon Storm | 75-674135 | 2426211 | 02/06/01 | Wells Dairy, Inc. |

| MARK | SERIAL NUMBER | REGISTRATION NUMBER | REGIS. DATE | OWNER INFORMATION |
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| Confections & Cream | 75-635000 | 2526455 | 01/08/02 | Wells Dairy, Inc. |
| Smoothers 'N Shakers | 75-571736 | 2409266 | 11/28/00 | Wells Dairy, Inc. |
| Dream Bar | 75-510928 | 2264930 | 07/27/99 | Wells Dairy, Inc. |
| Bomb Squad | 75-438933 | 2492944 | 09/25/01 | Wells Dairy, Inc. |
| Nutrition Plus | 75-437878 | 2228552 | 03/02/99 | Wells Dairy, Inc. |
| Caramel Apple Treats | 75-396959 | 2235521 | 03/23/99 | Wells Dairy, Inc. |
| Chips Galore! | 75-376311 | 2239774 | 04/13/99 | Wells Dairy, Inc. |
| Blue Bunny Wells | 75-243317 | 2243321 | 05/04/99 | Wells Dairy, Inc. |
| Blue Bunny Wells | 75-243316 | 2243320 | 05/04/99 | Wells Dairy, Inc. |
| Frio Grande | 75-164504 | 2136795 | 02/17/98 | Wells Dairy, Inc. |
| Timebomb | 75-157137 | 2163261 | 06/09/98 | Wells Dairy, Inc. |
| Choco Malt | 75-132830 | 2083753 | 07/29/97 | Wells Dairy, Inc. |
| Screamers | 75-116311 | 2232584 | 03/16/99 | Wells Dairy, Inc. |
| Big Dipper | 75-047601 | 3310182 | 10/16/07 | Wells Dairy, Inc. |
| Cyberbyte | 75-031532 | 2031969 | 01/21/97 | Wells Dairy, Inc. |
| Big Bopper | 75-026991 | 2031929 | 01/21/97 | Wells Dairy, Inc. |
| Strawberry Chill | 74-691289 | 2063895 | 05/20/97 | Wells Dairy, Inc. |
| The Champ! | 74-651386 | 2021396 | 12/03/96 | Wells Dairy, Inc. |
| Polar Treats | 74-631127 | 1946861 | 01/09/96 | Wells Dairy, Inc. |
| Double Dip | 74-592160 | 2216588 | 01/05/99 | Wells Dairy, Inc. |
| Super Freeze | 74-551433 | 2022807 | 12/17/96 | Wells Dairy, Inc. |
| Chill | 74-536709 | 2114408 | 11/18/97 | Wells Dairy, Inc. |
| Lemon Chill | 74-536622 | 1945098 | 01/02/96 | Wells Dairy, Inc. |
| Nutt'N Better | 74-513482 | 1909404 | 08/01/95 | Wells Dairy, Inc. |
| Citrus Snacks | 74-463448 | 1862670 | 11/15/94 | Wells Dairy, Inc. |
| Cool Juice | 74-430759 | 1870729 | 12/27/94 | Wells Dairy, Inc. |
| Cool Tubes | 74-430670 | 1861083 | 11/01/94 | Wells Dairy, Inc. |
| Big Vanilla | 74-394663 | 1918207 | 09/12/95 | Wells Dairy, Inc. |
| Big Neapolitan | 74-394371 | 1882388 | 03/07/95 | Wells Dairy, Inc. |
| Sundae Crunch | 74-388446 | 1941953 | 12/19/95 | Wells Dairy, Inc. |
| Big Mississippi Mud | 74-382354 | 1892725 | 05/02/95 | Wells Dairy, Inc. |
| White Lemon Bomb | 74-370199 | 1823028 | 02/22/94 | Wells Dairy, Inc. |
| Fudge Bomb | 74-359042 | 1799557 | 10/19/93 | Wells Dairy, Inc. |
| Crunch Bomb | 74-359576 | 1849522 | 08/09/94 | Wells Dairy, Inc. |
| Slush Pops | 74-326776 | 1790566 | 08/31/93 | Wells Dairy, Inc. |
| Citrus Lites | 74-315225 | 1852520 | 09/06/94 | Wells Dairy, Inc. |
| Health Smart | 74-201424 | 2075920 | 07/01/97 | Wells Dairy, Inc. |
| Lemon Chill | 73-821889 | 1606621 | 07/17/90 | Wells Dairy, Inc. |
| Lite 85 | 73-747047 | 1536561 | 04/25/89 | Wells Dairy, Inc. |
| Wells | 73-690489 | 1494418 | 06/28/88 | Wells Dairy, Inc. |
| Citrus Snacks | 73-659963 | 1564035 | 10/31/89 | Wells Dairy, Inc. |
| Blue Bunny | 73-650971 | 1528443 | 03/07/89 | Wells Dairy, Inc. |

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| Frozfruit | 73-436888 | 1331109 | 04/16/85 | Wells Dairy, Inc. |
| Jazzberry | 73-297167 | 1187029 | 01/19/02 | Wells Dairy, Inc. |
| Hi Lite | 73-210277 | 1167538 | 09/01/81 | Wells Dairy, Inc. |
| Peanut Stick | 73-162978 | 1144421 | 12/23/80 | Wells Dairy, Inc. |
| None (Design only) | 73-091598 | 1127938 | 12/18/79 | Wells Dairy, Inc. |
| Bomb Pop, Jr. | 73-03991 | 1026325 | 12/02/75 | Wells Dairy, Inc. |
| Bombstik | 72-450134 | 1017720 | 08/05/75 | Wells Dairy, Inc. |
| Star Stick | 72-445184 | 0975095 | 12/18/73 | Wells Dairy, Inc. |
| None (design only) | 72-425635 | 1039931 | 05/18/76 | Wells Dairy, Inc. |
| Bomb Pop | 72-404222 | 0948643 | 12/12/72 | Wells Dairy, Inc. |
| Polar Treats | 72-353940 | 0926505 | 01/04/72 | Wells Dairy, Inc. |

RECORDED: 02/06/2008