

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
Bel Brands USA, Inc.		03/26/2008	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Blue Meadow Farms, LLC		
Street Address:	18112 Harbor Light Blvd.		
City:	Cornelius		
State/Country:	NORTH CAROLINA		
Postal Code:	28031		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1510309	BLUE MEADOW	
CORRESPONDENCE DATA			
Fax Number:	(704)444-1111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 444 1000		
Email:	marie.poveromo@alston.com		
Correspondent Name:	Brian M. Davis		
Address Line 1:	101 S. Tryon St., Ste. 4000		
Address Line 2:	Bank of America Plaza		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Brian M. Davis		
Signature:	/Brian M. Davis/		
Date:	05/14/2008		

OP \$40.00 1510309

Total Attachments: 2

900106522

**TRADEMARK
 REEL: 003777 FRAME: 0276**

source=ASSIGN BLUE MEADOW_20080514130216#page1.tif
source=ASSIGN BLUE MEADOW_20080514130216#page2.tif

Trademark Assignment Agreement

This Trademark Assignment Agreement (the "Agreement") is made by and between Bel Brands USA, Inc., a corporation organized under the laws of the State of Wisconsin with its principal place of business at 25 Northwest Point Boulevard, Elk Grove Village, Illinois 60007 ("Seller"), and Blue Meadow Farms, LLC, a limited liability company organized under the laws of North Carolina with its principal place of business at 18112 Harbor Light Boulevard, Cornelius, North Carolina 28031 ("Buyer").

Whereas, Seller is the owner of the trademark BLUE MEADOW for cheese (the "Trademark") and U.S. Trademark Registration No. 1510309 for the BLUE MEADOW for cheese mark (the "TrademarkRegistration").

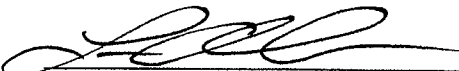
Whereas, Buyer desires to acquire the Trademark and the Registration and Seller wishes to sell the Trademark and the Registration to Buyer.

Now, therefore, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

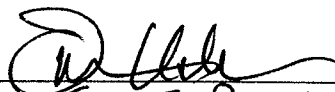
1. Quit Claim Assignment of Trademark. Seller hereby sells, assigns and transfers to Buyer, any and all such rights as Seller may have in and to the Trademark, including the Registration, any and all common law rights relating to the Trademark, together with any goodwill Seller may own appurtenant thereto and any and all claims and demands that Seller may have, at law or in equity, for past infringement of the Trademark.
2. Payment to Seller. Buyer shall pay to Seller the aggregate amount of Three-Thousand Dollars (US\$3,000.00). Buyer shall make this payment upon execution of the Agreement, in the form of a check, payable to the order of Seller.
3. No Warranties. The parties acknowledge and agree that THE SALE, ASSIGNMENT AND TRANSFER OF THE TRADEMARK IS MADE "AS IS" AND SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARK.
4. Documentation. Each party agrees to complete and sign any other documents and take any other reasonably necessary action that may be required to effect the terms of this Agreement (including the recordation of the transfer of the Trademark and the Registration).
5. Successors/Assigns. This Agreement shall be binding on and inure to the benefit of the parties and the parties' permitted successors and assigns.
6. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter herein; there are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement; and the parties acknowledge and agree that they are not relying on any representation or warranty not expressly made in this Agreement.

In witness whereof, Seller has caused this Agreement to be executed by its duly authorized representative as of the date written below.

Bel Brands USA, Inc.

By: 
Name: Lance Chambers
Title: President
Date: March 26, 2008

Blue Meadow Farms, LLC

By: 
Name: JAMES P. KLAK
Title: President
Date: March 30, 2008