

**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
Maryland and Virginia Milk Producers Cooperative Association, Inc.		03/24/2006	INC. ASSOCIATION: VIRGINIA

**RECEIVING PARTY DATA**

Name:	CoBank, ACB
Street Address:	5500 S. Quebec Street
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Federally Chartered Bank: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2977503	MOOMENTUM
Registration Number:	2808192	MARVA MAID
Registration Number:	2797316	SLENDO
Registration Number:	2794464	MARVA MAID
Registration Number:	1640646	MAOLA
Registration Number:	2859860	MAOLA

**CORRESPONDENCE DATA**

Fax Number: (404)853-8806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-853-8395  
 Email: julie.murphy@sutherland.com  
 Correspondent Name: Sutherland Asbill & Brennan LLP  
 Address Line 1: 999 Peachtree Street Ne  
 Address Line 4: Atlanta, GEORGIA 30309-3996

CH \$165.00 2977503

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	10801-0219
NAME OF SUBMITTER:	James H. Johnson, Jr.
Signature:	/James H. Johnson, Jr./
Date:	06/29/2009
Total Attachments: 10 source=mvda#page1.tif source=mvda#page2.tif source=mvda#page3.tif source=mvda#page4.tif source=mvda#page5.tif source=mvda#page6.tif source=mvda#page7.tif source=mvda#page8.tif source=mvda#page9.tif source=mvda#page10.tif	

## AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS FOR SECURITY

**THIS AGREEMENT** is made and entered into as of March 24, 2006 by and between **MARYLAND AND VIRGINIA MILK PRODUCERS COOPERATIVE ASSOCIATION, INCORPORATED** ("MDVA") and **MAOLA MILK AND ICE CREAM COMPANY** ("Maola"; MDVA and Maola, together with their successors and assigns, "**Grantors**"), and **CoBANK, ACB** ("**CoBank**"). This Agreement amends and restates in its entirety that certain Assignment of Trademarks for Security between MDVA and CoBank dated as of February 2003.

### WITNESSETH

**WHEREAS**, MDVA owns 100% of the equity interests in Marva Maid – Landover Operations LLC and Marva Maid – Landover Land LLC (collectively, the "**Borrowers**") and Maola is a wholly owned subsidiary of MDVA; and

**WHEREAS**, the Borrowers have entered into separate Master Loan Agreements and related Supplements with CoBank, Supplements, and Promissory Notes each dated as of the date hereof, and may from time to time enter into other loan agreements, supplements, and promissory notes which, together with all documents and instruments ancillary thereto, are hereinafter collectively referred to as the "**Loans**";

**WHEREAS**, to guarantee Borrowers' payment of the Loans, Grantors have each executed separate continuing guarantee agreements dated as of the date hereof (the "**Guarantees**"), and to secure Grantors' and Borrowers' obligations to CoBank pursuant to the Loans and the Guarantees, Grantors have entered into separate Security Agreement dated as of the date hereof (the "**Security Agreements**") pursuant to which Grantors have granted to CoBank a security interest in all of their right, title, and interest in and to certain property described in the Security Agreements; and

**WHEREAS**, Grantors desire to confirm the grant by Grantors to CoBank under the Security Agreements of a security interest in all of its right, title and interest in and to the Trademarks, as that term is defined in Paragraph 1 of this Agreement, in the name of one or both Grantors, and to grant a power of attorney as hereinafter provided;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties mutually covenant and agree as follows:

1. To further secure the payment and performance of all of Grantors' obligations under the Loans, each Grantor hereby grants to CoBank a first and valid security interest in all of such Grantor's rights, titles and interests in the United States and throughout the world for the countries specified, in and to all of its now owned and hereafter acquired trademarks, service marks, tradenames, and trade styles, and all registrations and applications to register same, and the goodwill of the business relating thereto or in which such Grantor may have or hereafter acquire any interest (the "**Trademarks**"), including, but not limited to Trademark registrations

and renewals thereof, all listed or to be listed when hereinafter acquired on Schedule A, attached hereto and made a part hereof and subject to the provisions of Paragraph 14, in and to all income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks and, subject to the provisions of Paragraph 14, in and to all rights during the term of this Agreement to sue, collect and retain for its own benefit damages and payments for past or future infringements thereof. All hereinafter acquired Trademarks are subject to this Agreement even if not yet listed on a revised Schedule A.

2. Each Grantor warrants and represents to and covenants with CoBank that:
  - a. Such Grantor is not in default under the Loans or the Security Agreements.
  - b. Such Grantor is the present legal and equitable owner of the entire right, title and interest in and to the Trademarks as set forth on Schedule A, and, to its best knowledge and belief, has good and indefeasible title thereto;
  - c. The Trademarks are free and clear of all security interests, liens, claims and encumbrances, except those of CoBank;
  - d. Such Grantor has not granted any license, rights and privileges in or to the Trademarks to any party, except CoBank;
  - e. To its best knowledge, information and belief, such Grantor may use the Trademarks described and claimed in the Trademarks, free and clear of the infringement of or interference with the rights of others;
  - f. Such Grantor has no outstanding threats of action and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of the rights of such Grantor in the Trademarks.
3. Each Grantor agrees that it shall not, except as permitted under the Loans, license, transfer, convey or encumber an interest in or to the Trademarks without the prior express written consent of CoBank.
4. To the best knowledge and belief of Grantors, the Trademarks have been duly and properly filed and issued, and are valid and enforceable.
5. Grantors shall not take any action, nor permit an action to be taken by others subject to Grantors' control, including licensees, nor fail to take any action which would adversely affect the validity, grant of security interest in an enforcement of the Trademarks.
6. Subject to this Agreement, Grantors shall assume and continue, at their own cost and expense, full and complete responsibility for the prosecution, defense, enforcement or any other actions in connection with the Trademarks. In order to effectuate the rights and remedies of the CoBank hereunder, Grantors hereby irrevocably appoint CoBank attorney-in-fact for the

Grantors (with full power of substitution), in the name, place and at the expense of the Grantors, but only in connection with an event of default (as hereinafter defined) and an Acceleration (as defined in the Collateral Agreement), and at CoBank's discretion to (a) sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as the Grantors could do, to sell, assign, and transfer any or all of the Grantors' rights, title and interests in the Trademarks and (b) to carry out any obligation or duty under this Agreement.

7. Grantors shall promptly notify CoBank in writing of any suit, action or proceeding brought against it relating to, concerned with or affecting the Trademarks or infringement of any Trademark, and shall, on request, deliver to CoBank a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep CoBank fully advised in writing of the progress of any such suit.

8. In the event of any infringement of the Trademarks by others known or brought to the attention of Grantors, which infringement continues for a period greater than six (6) months, or which is material or flagrant or otherwise of such a nature that it is detrimental to the normal conduct of the business or profits of Grantors, then Grantors shall promptly notify CoBank in writing of such infringement and the full nature, extent, evidence and facts of such infringement known to Grantors.

9. In accordance with its past practices, and without any obligation to change such practices, Grantors, at their own cost and expense, shall evaluate any name or mark which appears to Grantors to be a trademark and shall prepare, file and prosecute applications to register any such name or mark, and shall defend and obtain Trademark registrations covering those names and marks, which Grantors believes are necessary to provide trademark protection for the normal conduct of its business.

10. Upon payment in full of the Borrowers' and Grantors' debt owed under the Loans, the power of attorney granted herein at Paragraph 6 shall automatically terminate.

11. Grantors shall mark or cause to be marked all articles, devices, or machines made or sold by it covered by any of the Trademarks with the words "trademark", "registered", "R" or in other form as accepted or required by the Trademark marking laws of each country.

12. During the term of this Agreement, all income, royalties, payments and damages due and payable to Grantors under the Trademarks shall be paid to Grantors; provided, however, upon the occurrence of an event of default under this Agreement and upon an Acceleration (as defined in the Loans), all income, royalty payments and damages received thereafter shall be paid directly to CoBank, and shall be applied by CoBank on account of the Grantors' debt owed under the Loans. Upon the occurrence of the foregoing, CoBank shall have the right to notify payors to make their payments directly to the CoBank.

13. Grantors agree that they will indemnify and hold CoBank harmless of and from any and all claims, demands, assertions, losses, costs (including attorneys' fees and expenses), damages, liabilities, expenses, fines, levies, judgments and awards which in any way, manner or

respect may be incurred by or collectible from or entered against CoBank in any way, manner, or respect, arising from or having to do with this Agreement or the Trademarks.

14. Should any part or provision of this Agreement be held unenforceable or conflicting with the law of any jurisdiction, the validity of the remaining parts or provisions hereof shall not be affected thereby.

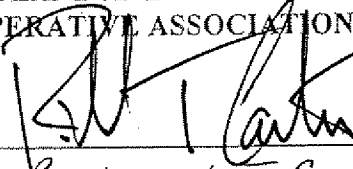
15. Events of default include those events set forth in the Loans, in the Security Agreements, and any breach of covenant in this Agreement if such breach under this Agreement continues for ten (10) days after notice thereof from CoBank to Grantors, and any warranty or representation in this Agreement, the Loans or the Security Agreements shall prove to have been false or misleading in any material respect when made or when deemed to have been made.

16. This Agreement and the obligations which it secures and all rights and liabilities of the parties shall be governed by Colorado laws except to the extent that federal law is applicable.

17. If any provision of the Security Agreements is inconsistent with any provision hereof, the provisions of the Security Agreements shall control, except that any remedy provided by this Agreement which may be greater than or in addition to the remedies provided thereunder shall not be deemed to be an inconsistency.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Assignment of Trademarks for Security as of the day and year hereinabove written.

MARYLAND AND VIRGINIA MILK PRODUCERS  
COOPERATIVE ASSOCIATION, INCORPORATED

By   
Name: Richard T Carter  
Title: Assistant Treasurer

CoBANK, ACB

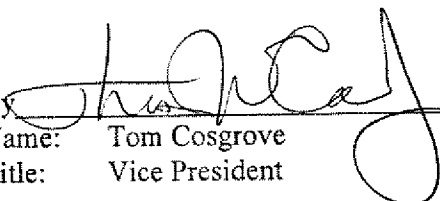
By \_\_\_\_\_  
Name: Tom Cosgrove  
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Assignment of Trademarks for Security as of the day and year hereinabove written.

**MARYLAND AND VIRGINIA MILK PRODUCERS  
COOPERATIVE ASSOCIATION, INCORPORATED**

By \_\_\_\_\_  
Name:  
Title:

**CoBANK, ACB**

By  \_\_\_\_\_  
Name: Tom Cosgrove  
Title: Vice President

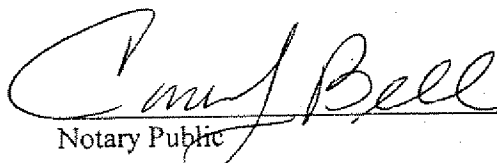


STATE OF VIRGINIA )  
 )ss.  
COUNTY OF Fairfax )

On March 24<sup>th</sup>, 2006 before me, Corinne L Bell, a Notary Public, personally appeared Richard T Carter, [  ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:  
7/31/08

  
\_\_\_\_\_  
Notary Public

Originally Commissioned as Corinne L. Curry  
My Commission Expires July 31, 2008

[SEAL]

STATE OF COLORADO )  
 )ss.  
COUNTY OF ARAPAHOE )

On \_\_\_\_\_, 2006 before me, \_\_\_\_\_, a Notary Public personally appeared Tom Cosgrove, [ ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the persons whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

STATE OF VIRGINIA )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On March \_\_, 2006 before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, [ ] personally known to me - OR - [ ] proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]


*Massachusetts*  
STATE OF COLORADO )  
 )ss.  
COUNTY OF ARAPAHOE )  
*Hampden*

On March 24, 2006 before me, Myrna M. French, a Notary Public personally appeared Tom Cosgrove, [ ] personally known to me - OR - [  ] proved to me on the basis of satisfactory evidence to be the persons whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

9-1-11

  
\_\_\_\_\_  
Notary Public

[SEAL]

SCHEDULE A

TO AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS FOR SECURITY

DATED MARCH 24, 2006

Trademark	US Application or Registration #	Owner of Record	Status	Attorney Docket #
MONSTER MILK	76/014,883	Maola	Pending U.S. Trademark	MVMP.0004
MAOLA and design	2,859,860	Maola	Trademark was registered July 6, 2004	MVMP.0019
MAOLA	1,640,646	Maola	Trademark was registered April 9, 1991	MVMP.0008
MOOMENTUM	2,977,503	MDVA	Trademark was registered July 26, 2005	MVMP.0005
MARVA MAID	2,794,464	MDVA	Trademark was registered December 16, 2003	MVMP.0015
SLENDO	2,797,316	MDVA	Trademark was registered December 23, 2003	MVMP.0016
MARVA MAID – design	2,808,192	MDVA	Trademark was registered January 27, 2004	MVMP.0018
<b>Cartoon of Cow Jumping Over the Moon</b>	<b>*State Registration* NC T-12073</b>		<b>NC State Registration Issued May 15, 1996</b>	
<b>Moelle (word &amp; design)</b>	<b>*State Registration* NC T-15899</b>		<b>NC State Registration Issued May 12, 2000</b>	

SCHEDULE A

TO AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS FOR SECURITY

DATED MAY 30, 2008

	Entity	Serial No.	Reg. No.	Mark	Estimated Value
1	Maryland and Virginia Milk Producers Cooperative Association, Inc. DBA Marva Maid	76526797	2977503	Moomentum	Unknown
2	Maryland and Virginia Milk Producers Association, Inc.	76490407	2808192	Marva Maid (logo)	Unknown
3	Maryland and Virginia Milk Producers Cooperative Association, Inc.	76489425	2797316	Slendo	Unknown
4	Maryland and Virginia Milk Producers Cooperative Association, Inc.	76489412	2794464	Marva Maid	Unknown
5	Maryland and Virginia Milk Producers Cooperative Association, Inc.	77474737	Pending U.S. Trademark	on the mooove	Unknown
6	Maola Milk and Ice Cream Company	74055097	1640646	MAOLA	Unknown
7	Maola Milk and Ice Cream Company	76543680	2859860	MAOLA (logo)	Unknown
8	Maola Milk and Ice Cream Company		State Registration NC T-12073	Cartoon Cow Jumping Over a Moon	Unknown