

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
DIPS Limited Partner II	FORMERLY DTMC, Inc.	12/21/2001	TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	Coburg Dairy, LLC		
Street Address:	2711 N. Haskell Avenue		
Internal Address:	Suite 2400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	921212	BETTER THAN IT HAS TO BE	
Registration Number:	851544	BIMINI	
Registration Number:	903961	C	
Registration Number:	972975	GIPPY	
Registration Number:	901256	LEAN & KEEN	
CORRESPONDENCE DATA			
Fax Number:	(214)659-4004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2146514300		
Email:	ipdocketing@strasburger.com		
Correspondent Name:	Charles M. Hosch		
Address Line 1:	901 Main Street		
Address Line 2:	Suite 4400		
Address Line 4:	Dallas, TEXAS 75202		

CH \$140.00 921212

ATTORNEY DOCKET NUMBER:	13916.0148
NAME OF SUBMITTER:	Charles M. Hosch
Signature:	/s/
Date:	07/24/2009
Total Attachments: 4 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made effective December 21, 2001, between COBURG DAIRY, LLC, a South Carolina Limited Liability Company and successor by merger to Coburg Dairy, Inc., a South Carolina corporation ("Buyer") and DIPS LIMITED PARTNER II, a Delaware Statutory Trust, successor-in-interest to DTMC, Inc. ("Seller"). Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement (as defined herein).

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement, dated December 21, 2001 (the "Purchase Agreement"), by and between Seller and Buyer, Seller agreed, subject to the terms and conditions contained in the Purchase Agreement, to assign to Buyer certain intellectual property associated with Buyer's business; and

WHEREAS, certain of the assigned intellectual property was inadvertently not included in the Intellectual Property Assignment dated December 21, 2001; and

WHEREAS, subject to the terms and conditions of this Assignment and the Purchase Agreement, Seller hereby assigns, transfers, grants, bargains, sells and delivers to Buyer, its successors and assigns, all Seller's rights, titles and interests in the intellectual property set forth on Exhibit A attached hereto (the "Intellectual Property"), together with the goodwill associated with the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller agrees as follows:

Seller does hereby assign, transfer, grant, bargain, sell and deliver to Buyer, its successors and assigns, all Seller's rights, titles and interests in the Intellectual Property, together with the goodwill associated with the Intellectual Property.

Seller authorizes the Commissioner of Patents and Trademarks of the United States, any official of any foreign countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto as the property of Buyer, its successors and assigns, in accordance with the terms of this instrument.

This Assignment is executed and delivered under and pursuant to the Purchase Agreement, the terms of which are incorporated herein by reference. Notwithstanding any other provision of this Assignment, nothing contained herein supersedes, modifies, replaces, amends, changes, rescinds, waives or otherwise affect any of the provisions,

including without limitation, the representations, warranties, covenants and agreements of any of the parties to the Purchase Agreement, as set forth therein, this Assignment being intended only to effectuate the transfer of the Intellectual Property to Buyer pursuant to the Purchase Agreement.


This Assignment is governed by, and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be executed on the dates and in the capacities shown below.

DIPS LIMITED PARTNER II
A Delaware Statutory Trust

By: CSC Trust Company of Delaware

By: 
Name: Alan R. Halpern
Title: Vice President
Date: June 29, 2009

COBURG DAIRY, LLC


By: 
Name: Frederick J. Fowler
Title: Vice President
Date: July 1, 2009

EXHIBIT A

INTELLECTUAL PROPERTY

U.S. TRADEMARKS

Mark	Registration No.	Date of Registration
BETTER THAN IT HAS TO BE	921,212	09-28-1971
BIMINI	851,544	06-25-1968
C (Stylized Letters)	903,961	12-08-1970
GIPPY	972,975	11-13-1973
LEAN & KEEN	901,256	10-20-1970
CHARLIE COBURG	Not Registered	N/A
GOOD ALL OVER	Not Registered	N/A
ALL-JERSEY	Not Registered	N/A