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
Nordica Licensing, Inc.		08/01/2009	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	National Dairy, LLC
Street Address:	2711 N. Haskell Avenue
Internal Address:	Suite 2400 LB #23
City:	Dallas
State/Country:	TEXAS
Postal Code:	75204-2939
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	596873	NORDICA
Registration Number:	1293874	NORDICA CUSTOM CONTROLLED CULTURES
Registration Number:	1015376	NORDICA THE SEAL OF QUALITY
Registration Number:	916833	NORDICA DIETTE
Serial Number:	78509987	NORDICA "THE SEAL OF QUALITY"
Serial Number:	73372272	NORDICA CUSTOM CONTROLLED CULTURES

CH $165.00 596873

CORRESPONDENCE DATA

Fax Number: (214)659-4004
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 75202-3794

ATTORNEY DOCKET NUMBER:	13916.0105
NAME OF SUBMITTER:	Charles M. Hosch
Signature:	/s/
Date:	08/05/2009

Total Attachments: 9
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Trademark Assignment**") is made and entered into on August 3, 2009, but effective as of August 1, 2009, by and between NORDICA LICENSING, INC., a Wisconsin corporation ("**Assignor**"), and National Dairy, LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to a Trademark Purchase and License Assignment Agreement dated August 3, 2009 (the **"Purchase Agreement"**), which provides for, among other things, the assignment of the Trademarks to Assignee, including, without limitation, those Trademarks set forth on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the Registered Trademark, and may have rights, title or interest in the Common Law Trademark Rights; and

WHEREAS, pursuant to the Purchase Agreement, Assignee desires to acquire, and Assignor desires to assign to Assignee, all rights, title and interest in, to and under the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Definitions. When used in this Trademark Assignment, the following terms shall have the meanings assigned to them in this Section 1.

(a) **"Common Law Trademark Rights"** means (i) all trademarks and service marks (whether or not registered), trade names, logos, trade dress and other proprietary indicia which include or relate to the word NORDICA as used for dairy or other food-related goods or services, including, without limitation, those listed under the caption "Common Law Trademark Rights" on Exhibit A attached hereto, which is incorporated herein for all purposes; (ii) all forms of legal rights and protections that may be obtained for, or may pertain to, any of the above, including all applications, registrations, renewals, and rights of enforcement (past, present and future) of any of the above; and (iii) all goodwill associated with any of the foregoing; provided, however; that the term "Common Law Trademark Rights" does not include the Registered Trademark.

(b) **"Registered Trademark"** means (i) the U.S. Trademark Registration, U.S. Reg. No. 596,873, as listed under the caption "U.S. Trademark Registration" on Exhibit A hereto, and the trademark NORDICA (for cottage cheese) reflected in such U.S. Trademark Registration; (ii) all forms of legal rights and protections that may be obtained for, or may pertain to, any of the above, including all applications, registrations, renewals, and rights of enforcement (past, present and future) of any of the above; and (iii) all goodwill associated with any of the foregoing.

(c) **"Trademarks"** means (i) the Common Law Trademark Rights and (ii) the Registered Trademark.

Unless the terms or context of this Trademark Assignment otherwise require or provide, each other capitalized term used in this Trademark Assignment shall have the meaning given to such term in the Purchase Agreement.

2. Assignment of Registered Trademark. Assignor hereby sells, assigns, conveys, transfers and sets over unto Assignee, its successors and assigns, all rights, title and interest in, to and under the Registered Trademark.

3. Assignment of Common Law Trademark Rights. Assignor hereby sells, assigns, conveys and sets over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in, to and under the Common Law Trademark Rights. Assignor makes no representation or warranty of title with respect to any of the Common Law Trademark Rights.

4. Recordation of Assignment. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Registered Trademark and the title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

5. General Provisions.

(a) This Trademark Assignment is executed and delivered at the Closing pursuant to the Purchase Agreement. Nothing contained herein shall be deemed or construed to limit, amend or reduce the rights of Assignor or Assignee provided for in the Purchase Agreement, including, without limitation, the indemnification provisions thereof, all of which shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall control.

(b) This Trademark Assignment, together with the Purchase Agreement and the other Ancillary Agreements and documents executed and delivered by the Parties pursuant to the Purchase Agreement at the Closing, constitute the entire agreement and supersede all other prior agreements or understandings, whether written or oral, between the parties hereto with respect to the subject matter hereof. The Purchase Agreement and such other Ancillary Agreements and documents shall survive the execution and delivery of this Trademark Assignment, and shall remain in full force and effect.

(c) This Trademark Assignment may be amended or modified only by means of a written instrument executed by all of the parties hereto.

(d) This Trademark Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of

Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The exclusive forum and venue for resolving any dispute between the parties hereto, or their respective successors and assigns, under this Trademark Assignment shall be a court of appropriate jurisdiction sitting in Dane County, Wisconsin.

(e) This Trademark Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(f) This Trademark Assignment may be executed in any number of counterparts, which together shall constitute a single instrument. The signature of a party hereto transmitted by facsimile transmission or electronic mail shall be deemed to be the original signature of such party for all purposes.

(Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows.)

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment to be effective as of 12:00:01 a.m. Central Time on August 1, 2009.

ASSIGNOR:

NORDICA LICENSING, INC.

By: David E Potter
Name: David E. Potter
Title: President

ASSIGNEE:

NATIONAL DAIRY, LLC

By: Frederick J. Fowler
Name: Frederick J. Fowler
Title: Executive Vice President & General Counsel

EXHIBIT A

TRADEMARKS

U.S. TRADEMARK REGISTRATION

Assignor owns the following U.S. Trademark Registration, which is valid, subsisting, and fully enforceable, and is to be assigned and conveyed to Assignee under this Trademark Assignment:

NORDICA (stylized), in Class 029, for cottage cheese; U.S. Ser. No. 71/654,849, U.S. Reg. No. 596,873. Reg. Date: October 12, 1954.

COMMON LAW TRADEMARK RIGHTS

Assignor may own certain common law rights to the following common law marks or names, all of which rights are to be assigned and conveyed to Assignee under this Trademark Assignment:

NORDICA "The Seal of Quality" -- trademark/design plus words, letters, and/or numbers, as shown in U.S. Ser. No. 78/509,987 (abandoned February 22, 2008)

NORDICA CUSTOM CONTROLLED CULTURES – trademark/design plus words, letters, and/or numbers as shown in U.S. Reg. No. 1,293,874 (cancelled February 25, 1991)

NORDICA CUSTOM CONTROLLED CULTURES – (standard word characters) as shown in U.S. Ser. No. 73/372,272 (abandoned November 21, 1983)

NORDICA "The Seal of Quality" – trademark/design plus words, letters, and/or numbers, as shown in U.S. Reg. No. 1,015,376 (expired April 16, 1996)

NORDICA DIETTE -- trademark/design plus words, letters and/or numbers, as shown in U.S. Reg. No. 916,833 (expired November 4, 1992)

NORDICA AND DESIGN – trademark/design plus words, letters and/or numbers, as used on current packaging, including those shown on the four pages attached to this Exhibit A.

The name "**Nordica Licensing, Inc.**"

Internationally Famous

NORDICA®

pasteurized

GRADE A

COTTAGE CHEESE

2% MILKFAT MIN.

NET WT. 22 OZ. (1 LB. 6 OZ.) (624g)

Made by NATURAL CULTURE PROCESS®

Internationally Famous

NORDICA®

pasteurized

GRADE A

COTTAGE CHEESE

2% MILKFAT MIN.

NET WT. 22 OZ. (1 LB. 6 OZ.) (624g)

INGREDIENTS: GRADE A CULTURED SKIM MILK, CREAM, NONFAT DRY MILK, SALT, POTASSIUM SORBATE (A PERSERVATIVE), GUAR GUM, MONO & DIGLYCERIDES, CARRAGEENAN, LOCUST BEAN GUM, POLYSORBATE 80, NATURAL AND ARTIFICIAL FLAVOR, VITAMIN A PALMITATE, ENZYMES.
CONTAINS: MILK INGREDIENTS

DIST. BY DEAN FOODS CO.
FRANKLIN PARK, IL 60131
PLANT NO. 17-135

MFG. UNDER LICENSE OF NORDICA LICENSING INC.
MADISON, WI 53714

REAL®

KEEP REFRIGERATED

0 70876 00030 5

Nutrition Facts

Serving Size 1/2 Cup (113g)
Servings Per Container About 6

Amount Per Serving	
Calories 90	Calories from Fat 10
	% Daily Value*
Total Fat 2.5g	**4%**
Saturated Fat 1.5g	**8%**
Trans Fat 0g	
Cholesterol 15mg	**5%**
Sodium 480mg	**20%**
Potassium 140mg	**4%**
Total Carbohydrate 3g	**1%**
Dietary Fiber 0g	**0%**
Sugars 3g	
Protein 13g	**26%**

Vitamin A 4% • Vitamin C 0% • Calcium 8%
Vitamin D 0% • Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g
Protein		50g	65g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

SELL BY DATE PRINTED ON PACKAGE

Internationally Famous

NORDICA®

Made by NATURAL CULTURE PROCESS®

GRADE A

REAL®

COTTAGE CHEESE

2% MILKFAT MIN.

NET WT. 22 OZ. (1 LB. 6 OZ.) (624g)

TRADEMARK
REEL: 004037 FRAME: 0989

Internationally Famous

NORDICA®

pasteurized

GRADE A

COTTAGE CHEESE

4% MILKFAT MIN.

NET WT. 22 OZ. (1 LB. 6 OZ.) (624g)

Internationally Famous

NORDICA®

pasteurized

GRADE A

COTTAGE CHEESE

4% MILKFAT MIN.

NET WT. 22 OZ. (1 LB. 6 OZ.) (624g)

INGREDIENTS: GRADE A CULTURED NONFAT MILK, CREAM, REDUCED MINERALS WHEY, SALT, NONFAT MILK, POTASSIUM SORBATE (A PERSERVATIVE), GUAR GUM, MONO & DIGLYCERIDES, CARRAGEENAN, LOCUST BEAN GUM, POLYSORBATE 80, NATURAL AND ARTIFICIAL FLAVOR, ENZYMES.
CONTAINS: MILK INGREDIENTS

DIST. BY DEAN FOODS CO.
FRANKLIN PARK, IL 60131
PLANT NO. 17-135

MFG. UNDER LICENSE OF NORDICA LICENSING INC.
MADISON, WI 53714

KEEP REFRIGERATED

0 70876 00030 5

Nutrition Facts

Serving Size 1/2 Cup (113g)
Servings Per Container About 6

Amount Per Serving	
Calories 110	Calories from Fat 40
	% Daily Value*
Total Fat 5g	7%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 25mg	8%
Sodium 490mg	20%
Potassium 160mg	5%
Total Carbohydrate 4g	1%
Dietary Fiber 0g	0%
Sugars 3g	
Protein 12g	24%

Vitamin A 4% • Vitamin C 2% • Calcium 10%
Vitamin D 0% • Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories:	2,000	2,500
Total Fat	Less than	65g	80g
Sat Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Potassium		3,500mg	3,500mg
Total Carbohydrate		300g	375g
Dietary Fiber		25g	30g
Protein		50g	65g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4

SELL BY DATE PRINTED ON PACKAGE

Internationally Famous

NORDICA®

GRADE A

COTTAGE CHEESE

4% MILKFAT MIN.

NET WT. 22 OZ. (1 LB. 6 OZ.) (624g)

TRADEMARK
REEL: 004037 FRAME: 0990

Internationally Famous

NORDICA®

SMALL CURD

COTTAGE CHEESE

2% MILKFAT MINIMUM

1 LB 8 OZ (680 g)

Made by NATURAL CULTURE PROCESS®

Internationally Famous

NORDICA®

SMALL CURD

COTTAGE CHEESE

2% MILKFAT MINIMUM

1 LB 8 OZ (680 g)

INGREDIENTS: GRADE A CULTURED SKIM MILK, CREAM, NONFAT DRY MILK, SALT, POTASSIUM SORBATE (A PERSERVATIVE), GUAR GUM, MONO & DIGLYCERIDES, CARRAGEENAN, LOCUST BEAN GUM, POLYSORBATE 80, NATURAL AND ARTIFICIAL FLAVOR, VITAMIN A PALMITATE, ENZYMES.
CONTAINS: MILK INGREDIENTS

DIST. BY DEAN FOODS CO.
FRANKLIN PARK, IL 60131
PLANT NO. 17-135

MFG. UNDER LICENSE OF NORDICA INTERNATIONAL, INC.
MADISON, WI 53701

KEEP REFRIGERATED

0 70876 00030 5

Nutrition Facts

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Servings Per Container About 6

Amount Per Serving	
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Internationally Famous

NORDICA®

Made by NATURAL CULTURE PROCESS®

GRADE A

COTTAGE CHEESE

2% MILKFAT MINIMUM

1 LB 8 OZ (680 g)

TRADEMARK
REEL: 004037 FRAME: 0991

RECORDED: 08/05/2009

Internationally Famous

NORDICA®

SMALL CURD

COTTAGE CHEESE

4% MILKFAT MINIMUM

1 LB 8 OZ (680 g)

Made by NATURAL CULTURE PROCESS®

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REEL: 004037 FRAME: 0992