

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MARYLAND AND VIRGINIA MILK PRODUCERS COOPERATIVE ASSOCIATION, INCORPORATED		07/21/2009	CORPORATION: VIRGINIA
MARVA MAID OF NETWORK NEWS LLC		07/21/2009	LIMITED LIABILITY COMPANY: VIRGINIA
MAOLA MILK AND ICE CREAM COMPANY		07/21/2009	CORPORATION: NORTH CAROLINA
MARVA MAID - LANDOVER OPERATIONS LLC		07/21/2009	LIMITED LIABILITY COMPANY: MARYLAND
MARVA MAID - LANDOVER LAND LLC		07/21/2009	LIMITED LIABILITY COMPANY: MARYLAND
MARYLAND AND VIRGINIA OF LAUREL LLC		07/21/2009	LIMITED LIABILITY COMPANY: VIRGINIA
VALLEY MILK PRODUCTS, L.L.C.		07/21/2009	LIMITED LIABILITY COMPANY: VIRGINIA
MARYLAND AND VIRGINIA FLUID MILK DIVISION LLC		07/21/2009	LIMITED LIABILITY COMPANY: VIRGINIA
MARYLAND AND VIRGINIA MANUFACTURING DIVISION LLC		07/21/2009	LIMITED LIABILITY COMPANY: VIRGINIA
MARYLAND AND VIRGINIA MILK PRODUCERS BUSINESS TRUST		07/21/2009	Business Trust: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent
<b>Street Address:</b>	Atlantic Station, 171 17th Street, NW, 4th Floor
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30363
<b>Entity Type:</b>	a national banking association:

PROPERTY NUMBERS Total: 12

**900141836**

**TRADEMARK  
 REEL: 004053 FRAME: 0109**

**CH \$315.00 2977503**

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:	3591182	ON THE MOOOVE
Registration Number:	3591183	MOOELLA
Registration Number:	3598423	I FRESH!
Registration Number:	3598424	I FRESH!
Serial Number:	77544487	I FRESH!
Registration Number:	1640646	MAOLA
Registration Number:	2859860	MAOLA
Registration Number:	2427582	MOONANA SPLIT

**CORRESPONDENCE DATA**

Fax Number: (404)815-2424  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-2231  
Email: carolfraser@paulhastings.com  
Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, N.E., Suite 2400  
Address Line 2: Paul Hastings Janofsky & Walker LLP  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	08/26/2009

Total Attachments: 11  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of July, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 21, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Maryland and Virginia Milk Producers Cooperative Association, Incorporated, a Virginia corporation organized as a cooperative under Virginia law ("Parent"), the Subsidiaries of Parent party thereto (each, a "Subsidiary Borrower" and collectively, the "Subsidiary Borrowers", and, together with Parent, each, a "Borrower" and, collectively, "Borrowers"), the lenders who are or may become a party thereto from time to time (the "Lenders") and Administrative Agent, Administrative Agent and the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection therewith, Grantors executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of July 21, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing 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 "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I 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. SECURITY FOR OBLIGATIONS. 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 Administrative Agent, the Lender Group, 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. AUTHORIZATION TO SUPPLEMENT. 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 Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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

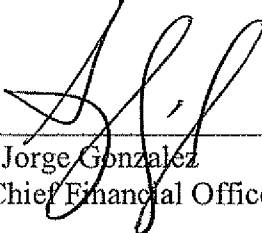
against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. 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. 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.

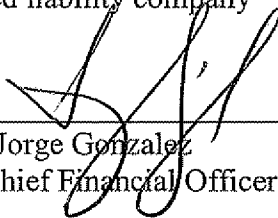
[SIGNATURE PAGE FOLLOWS]

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.

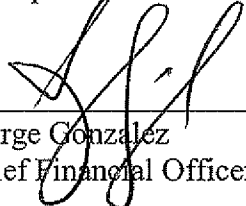
MARYLAND AND VIRGINIA MILK PRODUCERS  
COOPERATIVE ASSOCIATION, INCORPORATED,  
a Virginia corporation organized as a cooperative under  
Virginia law

By:   
Name: Jorge Gonzalez  
Title: Chief Financial Officer

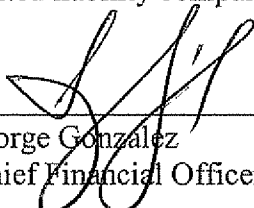
MARVA MAID OF NEWPORT NEWS LLC, a  
Virginia limited liability company

By:   
Name: Jorge Gonzalez  
Title: Chief Financial Officer

MAOLA MILK AND ICE CREAM COMPANY, a  
North Carolina corporation

By:   
Name: Jorge Gonzalez  
Title: Chief Financial Officer

MARVA MAID - LANDOVER OPERATIONS LLC,  
a Maryland limited liability company

By:   
Name: Jorge Gonzalez  
Title: Chief Financial Officer

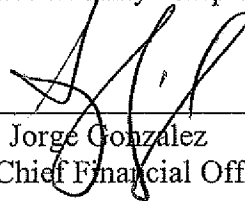
MARVA MAID - LANDOVER LAND LLC, a  
Maryland limited liability company

By: \_\_\_\_\_

  
Name: Jorge Gonzalez  
Title: Chief Financial Officer

MARYLAND AND VIRGINIA OF LAUREL LLC, a  
Virginia limited liability company

By: \_\_\_\_\_

  
Name: Jorge Gonzalez  
Title: Chief Financial Officer

VALLEY MILK PRODUCTS, L.L.C., a Virginia  
limited liability company

By: \_\_\_\_\_

  
Name: Jorge Gonzalez  
Title: Chief Financial Officer

MARYLAND AND VIRGINIA FLUID MILK  
DIVISION LLC, a Virginia limited liability company

By: \_\_\_\_\_

  
Name: Jorge Gonzalez  
Title: Chief Financial Officer

MARYLAND AND VIRGINIA MANUFACTURING  
DIVISION LLC, a Virginia limited liability company

By: \_\_\_\_\_

  
Name: Jorge Gonzalez  
Title: Chief Financial Officer

MARYLAND AND VIRGINIA MILK PRODUCERS  
BUSINESS TRUST, a Maryland business trust

By: \_\_\_\_\_

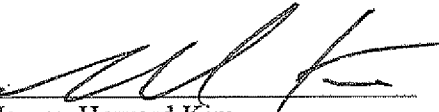
Name: Jorge Gonzalez

Title: Chief Financial Officer



**ACCEPTED AND ACKNOWLEDGED  
BY:**

**WACHOVIA BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By: 

Name: Howard Kim  
Title: Managing Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 004053 FRAME: 0117**



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Serial/ Registration No.	App/Reg Date
Maryland and Virginia Milk Producers Cooperative Association, Incorporated (DBA Marva Maid)	United States	Moomentum	2977503	July 26, 2005
Maryland and Virginia Milk Producers Cooperative Association, Incorporated	United States	Marva Maid (logo)	2808192	January 27, 2004
Maryland and Virginia Milk Producers Cooperative Association, Incorporated	United States	Slendo	2797316	December 23, 2003
Maryland and Virginia Milk Producers Cooperative Association, Incorporated	United States	Marva Maid	2794464	December 16, 2003
Maryland and Virginia Milk Producers Cooperative Association,	United States	on the mooove	3591182	March 17, 2009

Incorporated				
Maryland and Virginia Milk Producers Cooperative Association, Incorporated	United States	Mooella	3591183	March 17, 2009
Maryland and Virginia Milk Producers Cooperative Association, Incorporated	United States	Mooella (drawing); I FRESH (words only)	3598423	March 31, 2009
Maryland and Virginia Milk Producers Cooperative Association, Incorporated	United States	Mooella (drawing); I FRESH (words only)	3598424	March 31, 2009
Maryland and Virginia Milk Producers Cooperative Association, Incorporated	United States	Mooella (drawing); I FRESH (words only)	77544487	August 12, 2008
Maola Milk and Ice Cream Company	United States	MAOLA	1640646	April 9, 1991
Maola Milk and Ice Cream Company	United States	MAOLA (logo)	2859860	July 6, 2004
Maola Milk and Ice Cream Company	United States (North Carolina)	Cartoon Cow Jumping Over a Moon	State Registration NC T-12073	May 15, 1996
Maola Milk and Ice Cream Company	United States	Moonana Split	2427582	February 6, 2001

**Trade Names**

N/A

**Common Law Trademarks**

The Grantors own or have rights to certain common law trademarks.

**Trademarks Not Currently In Use**

N/A

**Trademark Licenses**

N/A