

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
California Dairies, Inc.		09/29/2009	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBank, ACB		
<b>Street Address:</b>	P.O. Box 5110		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80217-5110		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2579502	CALIFORNIA DAIRIES	
Registration Number:	1519997	DANISH CREAMERY BUTTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)706-8248		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3127018352		
<b>Email:</b>	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com		
<b>Correspondent Name:</b>	Erick J. Palmer		
<b>Address Line 1:</b>	P. O. Box 2828		
<b>Address Line 4:</b>	Chicago, ILLINOIS 606902828		
<b>ATTORNEY DOCKET NUMBER:</b>	09076470 EJP		
<b>NAME OF SUBMITTER:</b>	Erick J. Palmer		
<b>Signature:</b>	/ejp/		

OP \$65.00 2579502

**900144286**

**TRADEMARK  
 REEL: 004070 FRAME: 0984**

Date:

09/30/2009

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of September 29, 2009 (this "Agreement"), between CALIFORNIA DAIRIES, INC., a California corporation (the "Assignor") in favor of COBANK, ACB (the "Assignee"), as administrative agent for various financial institutions (collectively, the "Lenders") providing financing for the Assignor.

W I T N E S S E T H:

**WHEREAS**, the Assignee holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

**WHEREAS**, the Assignor, has entered into a Security Agreement, dated as of September 29, 2009 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Lenders and other secured parties (collectively, the "Secured Parties");

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agrees as follows:

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement (after obtaining the Assignor's approval) by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks or to delete any reference to any Trademarks in which the Assignor no longer has any right, title or interest.

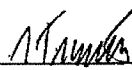
(d) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

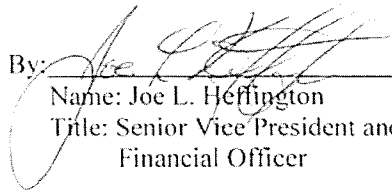
(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the day and year first above written.

COBANK, ACB, as Assignee

By:   
Name: Scott Trauth  
Title: Senior Vice President

CALIFORNIA DAIRIES, INC., as Assignor

By:   
Name: Joe L. Heffington  
Title: Senior Vice President and Chief  
Financial Officer

Trademarks and Trademark Applications**Item A.**      **Trademarks**Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
California Dairies, Inc.	USA	CALIFORNIA DAIRIES	2579502	6/11/2002
California Dairies, Inc.	USA	DANISH CREAMERY BUTTER	1519997	1/10/1989

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None				

Trademark Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None					

**Item B.**      **Trademark Licenses**

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None					