

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CoBank, ACB		09/29/2009	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	California Dairies, Inc.		
Street Address:	2000 N. Plaza Drive		
City:	Visalia		
State/Country:	CALIFORNIA		
Postal Code:	93291-9358		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2579502	CALIFORNIA DAIRIES	
Registration Number:	1519997	DANISH CREAMERY BUTTER	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8248		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3127018352		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com		
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	09076470 EJP		
NAME OF SUBMITTER:	Erick J. Palmer		
Signature:	/ejp/		

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REEL: 004071 FRAME: 0001

OP \$65.00 2579502

Date:

09/30/2009

**Total Attachments: 4**

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**RELEASE OF TRADEMARK SECURITY AGREEMENT**

RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2009 (this "Agreement"), by COBANK, ACB ("CoBank"), as collateral agent (in such capacity, the "Collateral Agent"), pursuant to the Loan Agreements referred to below.

**WITNESSETH:**

WHEREAS, CoBank and California Dairies, Inc., a California corporation (the "Borrower"), are parties to a certain Master Loan Agreement, dated as of July 24, 2003 (as amended, supplemented or otherwise modified prior to the date hereof, the "CoBank Loan Agreement"), whereby CoBank has made certain loans to the Borrower;

WHEREAS, Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International" New York Branch ("Rabobank") and the Borrower are parties to a certain Credit Agreement, dated as of May 19, 2006 (as amended, supplemented or otherwise modified prior to the date hereof, the "Rabobank Loan Agreement"), whereby Rabobank has made certain loans to the Borrower;

WHEREAS, Union Bank, N.A. ("Union Bank"; together with CoBank (in its capacity as a lender under the CoBank Loan Agreement) and Rabobank, each a "Lender" and collectively the "Lenders") and the Borrower are parties to a certain Second Amended and Restated Credit Agreement, dated as of May 3, 2006 (as amended, supplemented or otherwise modified prior to the date hereof, the "Union Bank Loan Agreement"; together with the CoBank Loan Agreement and the Rabobank Loan Agreement, each a "Loan Agreement" and collectively the "Loan Agreements"), whereby Union Bank has made certain loans to the Borrower;

WHEREAS, the Borrower, the Lenders and the Collateral Agent are parties to a certain Collateral Agency Agreement, dated as of April 17, 2009, whereby the Lenders have appointed the Collateral Agent as collateral agent under the Security Agreement (defined below); and

WHEREAS, as partial security for the obligations of the Borrower under the Loan Agreements, including but not limited to all amounts payable by the Borrower under or in connection with each Loan Agreement (the "Obligations"), the Borrower and the Collateral Agent have executed a certain Security and Pledge Agreement (the "Security Agreement"), dated as of April 17, 2009, pursuant to which Borrower granted a security interest in and to the trademark collateral (collectively, the "Trademark Collateral") listed on Schedule A attached hereto; and

WHEREAS, the Obligations have been fully satisfied and, therefore, the Borrower has requested that the Collateral Agent release its security interest in the Trademark Collateral and reassign the same to Borrower.

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

- (1) The Collateral Agent hereby releases its security interest in the Collateral Agent's rights, title and interest in and to the Trademark Collateral, as such rights, title and interest are granted in the Security Agreement.
- (2) The Collateral Agent hereby reassigns, grants and conveys to the Borrower, without any representation, recourse or undertaking by the Collateral Agent, all of the Collateral Agent's rights, title and interest in and to the Trademark Collateral, as such rights, title and interest are granted in the Security Agreement.
- (3) This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement taken together will be deemed to be but one and the same instrument.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

COBANK, ACB, as Collateral Agent

By: 

Name: Scott Trauth

Title: Senior Vice President

SCHEDULE A

Trademarks

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
California Dairies	2579502	6/11/2002
Danish Creamery Butter	1519997	1/10/1989

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None		