

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
Farmland Dairies LLC		09/25/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Aseptic Newco, LLC		
Street Address:	5252 Clay Ave. S.W.		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49548		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3253748	CHOCOLATE SPLASH!	
Registration Number:	2787534	LIL' MILK	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4691		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.953.6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B. K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	079884.0101		
NAME OF SUBMITTER:	B. K. Drinkwater		
Signature:	/B. K. Drinkwater/		

CH \$65.00 3253748

Date:

10/12/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made by **FARMLAND DAIRIES LLC**, a Delaware limited liability company with offices at 2711 N. Haskell Ave., Suite 2400 LB 20, Dallas, TX 75204, (the "Assignor"), to Aseptic Newco, LLC, a Delaware limited liability company with offices at 5252 Clay Ave. S.W., Grand Rapids, MI 49548 (the "Assignee").

BACKGROUND

A. Assignor and Assignee have entered into a Contribution Agreement dated as of the date hereof, pursuant to which Assignor has agreed to assign certain assets to Assignee.

B. Assignor is the owner of and has adopted, used and is using (i) U.S. Trademark Registration Number 3,253,748 for "Chocolate Splash!", including variations and derivations thereof, in various jurisdictions throughout the world, whether or not applications, registrations or common law rights therefore and (ii) U.S. Trademark Registration Number 2,787,534 for "Lil' Milk", including variations and derivations thereof, in various jurisdictions throughout the world, whether or not applications, registrations or common law rights therefore (together, the "Marks").

C. Assignor wishes to assign, and Assignee wishes to acquire, Assignor's right, title and interest in and to the Marks throughout the world, together with the goodwill of the business in connection with which the Marks are used; and

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

TERMS AND CONDITIONS

Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used throughout the world and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made; together with the United States federal and state registrations and all foreign registrations for the Marks, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignor warrants that it has the full right to convey the entire interest herein assigned (subject to the

terms and conditions set forth in the Contribution Agreement) and that it has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 25 day of Sept, 2009.

FARMLAND DAIRIES LLC

By: Martin J. Margherio
Name: MARTIN J. MARGHERIO
Title: PRES + CEO

STATE OF N.J.)
) ss.:
COUNTY OF Bergen)

On this 24th day of September, 2009, before me personally appeared Marta J. Marquino to me known, who, being by me duly sworn, did depose and say that s/he resides at 520 Main Avenue, Wallington, N.J. 07057 and that s/he is the Pres. + CEO of Farmland Dairies LLC, the limited liability company described in and which executed the foregoing instrument; that s/he knows the seal of said limited liability company; that the seal affixed to said instrument is such seal; that it was affixed by order of the [Board of Managers] of said limited liability company; and that s/he signed her/his name thereto by the like order.

Anna L. Candela
Notary Public

NOTARY PUBLIC
STATE OF NEW JERSEY
ANNA L. CANDELA
Anna L. Candela
MY COMMISSION EXPIRES MAY 18, 2012