

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>The Yofarm Company</td> <td></td> <td>11/17/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Yoho II IP Sub, LLC</td> <td></td> <td>11/17/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	The Yofarm Company		11/17/2009	CORPORATION: DELAWARE	Yoho II IP Sub, LLC		11/17/2009	LIMITED LIABILITY COMPANY: DELAWARE															
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CORRESPONDENCE DATA																												
Fax Number:	(202)408-3141																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	800-927-9801 x2348																											

CH \$215.00 3299713

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**TRADEMARK
 REEL: 004107 FRAME: 0970**

Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	199621
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/04/2009

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of November, 2009 by **YOHO II IP SUB, LLC**, a limited liability company organized under the laws of the State of Delaware ("Yoho") and **THE YOFARM COMPANY**, a corporation organized under the laws of the State of Delaware ("Yofarm") and together with Yoho, "Grantors" and each individually referred to as a "Grantor", in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantors and certain affiliated entities have entered into that certain Revolving Credit and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantors by Lenders;

WHEREAS, each Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, such Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks listed on Schedule I attached hereto constitute all trademarks and trademark applications owned or registered to such Grantor as of the date of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

YOHO II IP SUB, LLC,
a Delaware limited liability company

By: Yogurt Holdings II, Inc., its Sole Member

By: Steven Purcell
Name: Steven Purcell
Title: Vice President and Secretary

THE YOFARM COMPANY, a Delaware corporation

By: Steven Purcell
Name: Steven Purcell
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: Thomas J. Lorenz
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

YOHO II IP SUB, LLC,
a Delaware limited liability company

By: Yogurt Holdings II, Inc., its Sole Member

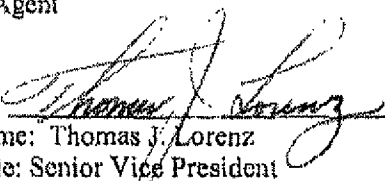
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as Agent

By: 
Name: Thomas J. Lorenz
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
YoHo II IP Sub, LLC	PROBIOTIC PLUS	3299713	9/25/2007
The Yofarm Company	JELLY CUP & DESIGN	1527195	2/28/1989
The Yofarm Company	YOCRUNCH	1396218	5/20/2008
The Yofarm Company	YOCRUNCH	2163533	4/16/2004
The Yofarm Company	YOCRUNCH	1660980	10/15/1991
The Yofarm Company	YOFARM	2163087	5/14/2003
The Yofarm Company	YOFARM	1501492	8/23/1988
The Yofarm Company	YOFARM and Banner Design	2600342	7/30/2002
The Yofarm Company	YOFARM and Country Design	2600343	7/30/2002
The Yofarm Company	YOFARM and Country House with Strawberry Design	2606854	8/13/2002
The Yofarm Company	YOSMOOTH	3042133	1/10/2006

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF New York :

On this ___ of November, 2009, before me personally appeared Steven Ricoll, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of THE YOFARM COMPANY, a corporation organized under the laws of the State of Delaware, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires:

JOANNE DeFILLIPPO
Notary Public, State of New York
No. 01DE498287
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 5, 2010

[COMPANY ACKNOWLEDGEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
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Notary Public
My Commission Expires:

JOANNE DeFILLIPPO
Notary Public, State of New York
No. 01DE4988297
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 5, 2010

[COMPANY ACKNOWLEDGEMENT]

POWER OF ATTORNEY

YOHO II IP SUB, LLC, a limited liability company organized under the laws of the State of Delaware (“Yoho”) and **THE YOFARM COMPANY**, a corporation organized under the laws of the State of Delaware (“Yofarm” and together with Yoho, “Grantors” and each individually referred to as a “Grantor”), hereby authorize **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “Agent”), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the “Lenders”) Yogurt Holdings II, Inc., Breyers Yogurt Company LLC, Healthy Food Holdings, Inc., North Lawrence Dairy, Inc., and each Grantor, dated as of November 17, 2009 (as it may hereafter be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantors and Agent dated as of November 17, 2009 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark Security Agreement”), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of each Grantor a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark, in each case subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been paid in full in cash or otherwise satisfied in full (other than contingent indemnity obligations not yet due and payable).

IN WITNESS WHEREOF, each Grantor has executed this Power of Attorney as of the date stated above.

YOHO II IP SUB, LLC,
a Delaware limited liability company

By: Yogurt Holdings II, Inc., its Sole Member

By: Steven Purcell
Name: Steven Purcell
Title: Vice President and Secretary

THE YOFARM COMPANY, a Delaware corporation


By: Steven Purcell
Name: Steven Purcell
Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *New York* :

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Notary Public
My Commission Expires:

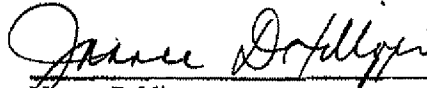
JOANNE DeFILLIPPO
Notary Public, State of New York
No. 01DE4688297
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Jan. 5, 2010

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]

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STATE OF *New York* : SS
COUNTY OF *New York* :

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[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]