

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	07/02/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
County Classic Dairies, Inc.		07/02/2010	Cooperative Association: MONTANA
RECEIVING PARTY DATA			
Name:	Northwest Dairy Association		
Street Address:	1130 Rainier Avenue South		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98144		
Entity Type:	Association: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3487384	COUNTRY CLASSIC	
Registration Number:	3487385	COUNTRY CLASSIC	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650.833.2170		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Allyn Taylor		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	353417-125-126		
NAME OF SUBMITTER:	Allyn Taylor		

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**TRADEMARK
 REEL: 004305 FRAME: 0861**

Signature:	/Allyn Taylor/
Date:	10/28/2010
Total Attachments: 6 source=COUNTRY CLASSIC - NDA merger#page1.tif source=COUNTRY CLASSIC - NDA merger#page2.tif source=COUNTRY CLASSIC - NDA merger#page3.tif source=COUNTRY CLASSIC - NDA merger#page4.tif source=COUNTRY CLASSIC - NDA merger#page5.tif source=COUNTRY CLASSIC - NDA merger#page6.tif	

UNITED STATES OF AMERICA

The State of  Washington
Secretary of State

CERTIFICATE OF MERGER

I, Sam Reed, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the listed "Merging Entities" into:

NORTHWEST DAIRY ASSOCIATION

WA Non-Profit Co-operative Association

UBI: 578-055-578

Filing Date: August 2, 2010

Merging Entities:

Not Qualified in WA COUNTRY CLASSIC DAIRIES INC



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

TRADEMARK

REEL: 004305 FRAME: 0863

MERGER AGREEMENT

THIS MERGER AGREEMENT (this "*Agreement*") is entered into as of July 2, 2010, by and among Northwest Dairy Association, a Washington association ("*NDA*"), and Country Classic Dairies, Inc., a Montana cooperative marketing association ("*CC*"). NDA and CC are also referred to individually, as a "*Party*" and together, as the "*Parties*".

BACKGROUND

The respective boards of directors of CC and NDA have approved the merger of CC with and into NDA ("*Merger*"), the Plan of Merger and the other transactions described in this Agreement (collectively, the "*Transactions*"). The Merger and the other Transactions will be effected pursuant to the terms and conditions of this Agreement.

The Parties agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms not defined in the body of this Agreement shall have the meanings given them in Exhibit A.

1.2 Construction. Each Party has participated equally and actively in negotiating and drafting this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. All forms of the word "include" shall mean "including without limitation." Section headings are for convenience only and do not affect the meaning of that section.

ARTICLE 2 THE TRANSACTIONS

2.1 Closing; Effective Time. The closing of the Transactions ("*Closing*") shall take place at the offices of Stoel Rives LLP, 600 University Street, Suite 3600, Seattle, Washington at 10:00 a.m. local time on the first business day following the day on which the last of the conditions set forth in Section 7 below shall have been fulfilled or waived (other than those conditions which, by their terms, are to be satisfied at Closing) or on such other date and time as NDA and CC may agree ("*Closing Date*"). However, the Merger itself shall not be effective until Articles of Merger are filed in the State of Washington and the appropriate documents of merger are filed in the State of Montana; *provided, that*, for the purposes of this Agreement, the "*Effective Time*" shall be the time that the Articles of Merger are filed in the State of Washington.


2.2 Merger Process. On the Closing Date, (a) NDA shall cause Articles of Merger (including the Plan of Merger) to be executed, delivered and filed with the Secretary of State of the State of Washington as provided in the Act; and (b) CC shall cause documents of merger

[Signature Page to Merger Agreement]

IN WITNESS WHEREOF, the Parties have executed this Merger Agreement as of the date set forth in the Preamble to this Agreement.

Northwest Dairy Association

Country Classic Dairies, Inc.

By: 
Name: John Underwood
Its: President and Chief Executive Officer

By: _____
Name: Loren Dyk
Its: President

[Signature Page to Merger Agreement]

IN WITNESS WHEREOF, the Parties have executed this Merger Agreement as of the date set forth in the Preamble to this Agreement.

Northwest Dairy Association

Country Classic Dairies, Inc.

By: _____
Name: John Underwood
Its: President and Chief Executive Officer

By:  _____
Name: Loren Dyk
Its: President, Board of Directors

EXHIBIT A

DEFINITIONS

“**Act**” means Chapter 23.86 and Chapter 23B of the Washington Business Corporation Act, as in effect from time to time.

“**Affiliate**” means with respect to any Person, any other Person that directly or indirectly Controls, is Controlled by or is under common Control with the first Person.

“**Applicable Laws**” means all Employment Laws, Environmental Laws, and all other laws, rules, regulations, codes, plans and orders of federal, state, and local Governmental Entities, including the Food and Drug Administration, the United States Department of Agriculture, the Nutrition Labeling and Education Act of 1990, the Public Health Security and Bioterrorism Preparedness and Responsiveness Act of 2002, and the Dietary Supplement Health and Education Act of 1994.

“**Articles of Merger**” means the Articles of Merger in a form approved for filing with the Secretary of State for the State of Washington in accordance with the Act and substantially in the form attached to this Agreement as Exhibit B.

“**Base Capital Plan**” means the Base Capital Plan adopted by NDA on April 6, 2005, as subsequently amended effective April 1, 2008 and February 26, 2009.

“**Business**” means the business operations of each of CC and CC LLC, as currently conducted.

“**Business Assets**” mean all of the Properties, buildings, machinery, equipment, Intellectual Property and tangible and intangible personal property items necessary for, used or useful in the conduct of the Business.

“**CC Hauling Rates**” means the hauling rates charged by CC to its Current CC Members as of the date of this Agreement. A schedule of the CC Hauling Rates is attached hereto as Exhibit D.

“**CC Members**” means the Current CC Members and the Former CC Members.

“**CC Milk Marketing Agreement**” means the producer marketing agreement between CC on the one hand, and Current CC Members or other non-member producers on the other hand, the form of which is attached hereto as Exhibits E-1 and E-2 respectively.

“**CC Milk Quality Program**” means the milk quality program established by CC and in force on the date of this Agreement. The form of CC Milk Quality Program is attached hereto as Exhibit F.

“**CC Stock**” means shares of CC’s common stock, with a par value of \$5.00.

“Intellectual Property” means all patents, trademarks, service marks, trade dress, logos, trade names, copyrights, mask works, trade secrets, software, and other intellectual or industrial proprietary rights necessary for the operation of the Business and the Business Assets.

“IRS” means the Internal Revenue Service.

“Letter of Intent” means the letter agreement dated May 19, 2010, entered into between the Parties.

“Liabilities” means all Indebtedness, and other consolidated obligations, liabilities and duties of CC and CC LLC owed to third parties (whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated or due or to become due).

“Losses” includes, but is not limited to, all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, expenses, and fees, including court costs and reasonable attorneys’ fees and expenses.

“Material Adverse Effect” shall mean, with respect to a Party, a material adverse effect on its business, operations, financial position, properties, business assets or its prospects taken as a whole or on the ability of such Party to consummate the Transactions; *provided, that* none of the following (either alone or in combination) shall be taken into account in determining whether a Material Adverse Effect has occurred: (a) conditions in the general economic condition or affecting the industries in which NDA and CC operate; (b) an act of terrorism or war; or (c) the announcement or perceived effects of the Merger (including any impact on customers or members or employees of NDA or CC).

“NDA Members” mean the holders of NDA Stock as of the Closing Date.

“NDA Stock” means any share of NDA’s common stock.

“Ordinary Course of Business” means the ordinary course of the business activities undertaken by a Party taken as a whole consistent with its past custom and practice.

“Person” means an individual, Governmental Entity, partnership, corporation, association, joint venture, limited liability company or any other business entity.

“Plan of Merger” means the Plan of Merger in a form approved for filing with the Secretary of State for the State of Washington in accordance with the Act and substantially in the form attached to this Agreement as Exhibit C.

“Proceeding” means each pending or threatened, claim, suit, action, or administrative or judicial proceeding against or otherwise involving CC, CC LLC, the Business or any Business Asset.

“Surplus Milk” means milk from Montana producers that is not needed for Class I or II sales in Montana, including raw bulk milk sold outside Montana.