TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Fourth Amendment to Grant of Security Interest in Patents, Trademarks and Licenses and Confirmation

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DARIGOLD, INC.		11/01/2010	CORPORATION: WASHINGTON
CREAM O'WEBER DAIRY, LLC		11/01/2010	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3487384	COUNTRY CLASSIC
Registration Number:	3487385	COUNTRY CLASSIC

CH $65.00 3487384

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street, NE, Suite 2400
Address Line 2: Paul, Hastings, Janofsky & Walker
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser

Signature:	//Carol Fraser//
Date:	11/02/2010

Total Attachments: 9
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page1.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page2.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page3.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page4.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page5.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page6.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page7.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page8.tif
source=Wells Fargo_Darigold - Fourth Amendment to IP Security Agreement (90312034_1)#page9.tif

FOURTH AMENDMENT
TO
GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES AND CONFIRMATION

This FOURTH AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES AND CONFIRMATION (this "Amendment"), entered into as of November 1, 2010, by and between Darigold, Inc., a Washington corporation ("Darigold"), Cream O'Weber Dairy, LLC, a Utah limited liability company ("COW"; and, together with Darigold, collectively, the "Company"), Wells Fargo Bank, National Association (as successor by merger to Wachovia Bank, National Association), as agent (the "ABL Agent") for the ABL Lenders and Wells Fargo Bank, National Association (as successor by merger to Wachovia Bank, National Association), as collateral agent (the "Senior Note Collateral Agent"; together with the ABL Agent, each, an "Agent" and collectively, the "Agent") for the Note Holders. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Intellectual Property Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, Darigold and the Agent are parties to that certain Grant of Security Interest in Patents, Trademarks and Licenses dated as of June 20, 2001, as amended by that certain First Amendment to Grant of Security Interest in Patents, Trademarks and Licenses and Confirmation dated as of June 3, 2004, as further amended by that certain Second Amendment to Grant of Security Interest in Patents, Trademarks and Licenses and Confirmation dated as of September 20, 2005, and as further amended by that certain Third Amendment to Grant of Security Interest in Patents, Trademarks and Licenses and Confirmation dated as of June 28, 2006 (as further amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Agreement"), pursuant to which Darigold granted to the Agent a security interest in all of its right, title and interest in the Intellectual Property Collateral; and

WHEREAS, the Company has requested certain amendments and modifications to the Intellectual Property Agreement and the Agent has agreed, upon the terms and conditions set forth herein, to such requested amendments and modifications; and

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

A. Amendments to Intellectual Property Agreement

TRADEMARK
REEL: 004308 FRAME: 0564

1. The Company and the Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Intellectual Property Agreement and Schedule B attached thereto and shall secure all Obligations. The Intellectual Property Agreement is hereby amended and modified by supplementing Schedule B thereto with those U.S. Trademarks listed on Schedule 1 hereto. The Company hereby: (a) reaffirms all prior grants of security interests in favor of the Agent in all of the Company's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule B to the Intellectual Property Agreement, and not released prior to the effectiveness of this Amendment; and (b) as security for payment of the Obligations, grants, assigns, transfers, and conveys to the Agent continuing security interests in all of the Company's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto.

2. The Company and the Agent hereby agree that the License Collateral listed on Schedule 2 attached hereto shall be and become part of the License Collateral referred to in the Intellectual Property Agreement and Schedule C attached thereto and shall secure all Obligations. The Intellectual Property Agreement is hereby amended and modified by supplementing Schedule C thereto with those license agreements listed on Schedule 2 hereto. The Company hereby: (a) reaffirms all prior grants of security interests in favor of the Agent in all of the Company's right, title, and interest in, to, and under the License Collateral identified on Schedule C to the Intellectual Property Agreement, and not released prior to the effectiveness of this Amendment; and (b) as security for payment of the Obligations, grants, assigns, transfers, and conveys to the Agent continuing security interests in all of the Company's right, title, and interest in, to, and under the License Collateral identified on Schedule 2 attached hereto.

B. Joinder of COW

1. COW, by its signature below, becomes a party to the Intellectual Property Agreement as, together with Darigold, the "Company" under the Intellectual Property Agreement with the same force and effect as if originally named therein, together with Darigold, as the "Company", and COW hereby agrees to all of the terms and provisions of the Intellectual Property Agreement applicable to it as, together with Darigold, the "Company" thereunder. In furtherance of the foregoing, COW agrees that COW is and shall be jointly and severally bound by, and hereby assumes, all representations, warranties, covenants, terms, conditions, duties and waivers applicable to the "Company" under the Intellectual Property Agreement. Each reference to the "Company" in the Intellectual Property Agreement shall be deemed to include COW. The Intellectual Property Agreement is incorporated herein by reference.

2. In furtherance of the foregoing, COW, as security for the prompt payment in full of all Obligations, does hereby pledge and grant to the Agent a continuing general Lien upon, and security interest in, all of COW's right, title and interest in and to the

Intellectual Property Collateral of COW, wherever located, whether now existing or hereafter arising or acquired, whether held by the Credit Parties or others for COW's account. COW hereby consents to and ratifies any and all execution and/or filing of recordings of the Intellectual Property Agreement on or prior to the date on which this Amendment becomes effective.

C. Irrevocable Power of Attorney

Each Company hereby grants to the Agent the exclusive Irrevocable Power of Attorney to transfer to the Agent, the ABL Lenders, the Note Holders or to any designee of the Agent all Intellectual Property Collateral listed on the Schedules attached to the Intellectual Property Agreement, as amended hereby, including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and such Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date of this Amendment and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of such Company are outstanding under the ABL Credit Agreement and the Senior Note Purchase Agreement;

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by the Agent after the occurrence of any Event of Default (as defined in the ABL Credit Agreement) under the ABL Credit Agreement which is not waived by the ABL Agent or the occurrence of any Event of Default (as defined in the Senior Note Purchase Agreement) under the Senior Note Purchase Agreement which is not waived by the Note Holders; and

4. The Agent exercising this power shall give such Company ten (10) days prior written notice of the exercise of this power, and the waiver by such Agent or the ABL Lenders or the Note Holders, as required under the applicable Financing Document (as defined in the Intellectual Property Agreement, as amended hereby), of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of such Agent or the ABL Lenders or the Note Holders, as required under the applicable Financing Document (as defined in the Intellectual Property Agreement, as amended hereby). Even then such wavier shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

TRADEMARK
REEL: 004308 FRAME: 0566

D. Reaffirmation of Representations and Warranties

Each Company hereby represents and warrants to the ABL Agent, the ABL Lenders, the Senior Note Collateral Agent and the Note Holders that the representations and warranties contained in the Intellectual Property Agreement are true and correct as of the date of this Amendment.

E. Counterparts

This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of such a counterpart hereof by facsimile transmission or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

F. Reference and Effect on the Credit Documents

Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Intellectual Property Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Intellectual Property Agreement, and each reference in other Credit Documents to the "Intellectual Property Agreement", "thereunder", "thereof" or words of like import referring to the Intellectual Property Agreement, shall mean and be a reference to the Intellectual Property Agreement as amended hereby and each reference in other Security Documents (as defined in the Senior Note Purchase Agreement) to the "Trademark Security Agreement", "thereunder", "thereof" or words of like import referring to the Intellectual Property Agreement, shall mean and be a reference to the Intellectual Property Agreement as amended hereby.

G. Costs, Expenses and Taxes

Each Company agrees to pay on demand all costs and expenses in connection with the preparation, execution and delivery of this Amendment and the other instruments and documents to be delivered hereunder, including, without limitation, the fees and out-of-pocket expenses of counsel for the ABL Agent or the Senior Note Collateral Agent with respect thereto and with respect to advising the ABL Agent or the Senior Note Collateral Agent as to its rights and responsibilities hereunder and thereunder.

H. Governing Law

This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

TRADEMARK
REEL: 004308 FRAME: 0567

I. No Other Amendments/Reaffirmation

Except as specifically modified hereby, the text of the Intellectual Property Agreement shall remain unchanged and in full force and effect and each Company hereby ratifies and confirms that: (i) the Intellectual Property Agreement, as amended hereby, shall, in all respects, be and continue in full force and effect; and (ii) this Amendment shall not constitute a novation.

J. Credit Document

This Amendment shall be deemed to be a Credit Document (as defined in the ABL Credit Agreement) and a Security Document (as defined in the Senior Note Purchase Agreement) for all purposes.

[*Remainder of page intentionally left blank*]

TRADEMARK
REEL: 004308 FRAME: 0568

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers or representatives, as of the day and year first above written.

COMPANY:

DARIGOLD, INC.

By: _____
Name: John E Wells
Its: SVP Finance + CFO

CREAM O'WEBER DAIRY, LLC

By: _____
Name: John E Wells
Its: VP + Treasurer

ABL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as ABL Agent

By: _____
Name: Dan Denton
Its: Director

SENIOR NOTE COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Senior Note Collateral Agent

By: _____
Name: Dan Denton
Its: Director

TRADEMARK
REEL: 004308 FRAME: 0569

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers or representatives, as of the day and year first above written.

COMPANY:

DARIGOLD, INC.

By: _____
Name: _____
Its: _____

CREAM O'WEBER DAIRY, LLC

By: _____
Name: _____
Its: _____

ABL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as ABL Agent

By: _____
Name: Dan Denton
Its: Director

SENIOR NOTE COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Senior Note Collateral Agent

By: _____
Name: Dan Denton
Its: Director

TRADEMARK
REEL: 004308 FRAME: 0570

Schedule 1

Additional Trademark Collateral

Trademark	Registration Number/ Application Number	Registration Date/ Application Date
Country Classic	3,487,384	August 19, 2008
Country Classic	3,487,385	August 19, 2008

Schedule 2

Additional License Collateral

1. License Agreement dated October 31, 2010, between U.C. Milk Company, LLC, as licensor, and COW, as licensee, with respect to the use of the "Country Farms" federal trademark registered to U.C. Milk Company, LLC.

2. License Agreement dated October 31, 2010, between Milk Products, LLC, as licensor, and COW, as licensee, with respect to the use of the "Grove's Pride" trademark owned by Milk Products, LLC.

3. Standard Distributor Agreement, dated effective May 27, 2004, between COW and Dreyer's Grand Ice Cream, Inc., as amended, with respect to COW's license to use the following marks in price lists and standard promotional materials, and COW's grant of a license to use to its subdistributors under such Standard Distributor Agreement: "Dreyer's," "Dreyer's Grand Ice Cream," "Edy's," "Edy's Grand Ice Cream," "Nestle," "Häagen-Dazs" and any other trademarks or trade names licensed to, used or owned by Dreyer's Grand Ice Cream, Inc. or any of its affiliates.