

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DairyAmerica, Inc.		12/15/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CoBANK, ACB		
<b>Street Address:</b>	P.O. Box 5110		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80217		
<b>Entity Type:</b>	federally chartered instrumentality of the United States: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2042388	DAIRYAMERICA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-263-1000		
Email:	kwalsh@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	54348/11		
NAME OF SUBMITTER:	Kristen M. Walsh		
Signature:	/kristenmwash/		
Date:	01/19/2011		

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**TRADEMARK**  
 REEL: 004456 FRAME: 0638

Total Attachments: 5

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**CoBANK, ACB  
SECURITY AGREEMENT**

**THIS SECURITY AGREEMENT**, dated as of Dec. 15, 2010 (as amended, supplemented, extended, restated or otherwise modified from time to time, this "Agreement"), is executed and delivered by **DAIRYAMERICA, INC.**, a California corporation (the "Grantor") whose taxpayer identification number is 94-3225843 to **CoBANK, ACB, as Agent** (the "Secured Party"), a federally chartered instrumentality of the United States, whose mailing address is P.O. Box 5110, Denver, Colorado 80217.

RECITALS

A. Grantor and CoBank, ACB ("CoBank") entered into a Master Loan Agreement, dated as of July 20, 2004, pursuant to which CoBank agreed to advance funds to Grantor from time to time (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Original Loan Agreement").

B. To secure the obligations of Grantor under the Original Loan Agreement, Grantor granted a security interest in all of its assets to CoBank pursuant to a Security Agreement dated July 20, 2004 (the "Original Security Agreement").

C. Concurrently herewith, Grantor, Secured Party, CoBank and the other Lenders party thereto are entering into a Credit Agreement amending and restating the Original Loan Agreement (as so amended and restated, and as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement").

D. Pursuant to the Credit Agreement, CoBank and the other Lenders party thereto have agreed to renew for the Grantor certain credit accommodations consisting of a revolving credit facility.

E. It is a condition precedent to the execution and delivery of the Credit Agreement that this Agreement be executed and delivered by Grantor.

F. Grantor finds it advantageous, desirable and in its best interests to comply with the requirement that it execute and deliver this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Party to enter into the Credit Agreement and for the Lenders party thereto to extend credit accommodations to the Grantor thereunder, Grantor and Secured Party hereby amend and restate the Original Security Agreement in its entirety as follows, with all security interests granted pursuant to and under the Original Security Agreement to be continuing and subsisting, as hereby amended, to secure the Obligations as herein set forth.

**SECTION 1. DEFINED TERMS.**

“Account”: A right to payment of a monetary obligation, whether or not earned by performance, (a) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (b) for services rendered or to be rendered, (c) for a policy of insurance issued or to be issued, (d) for a secondary obligation incurred or to be incurred, and (e) for energy provided or to be provided.

“Account Debtor”: A Person who is obligated on or under any Account, Chattel Paper, Instrument or General Intangible.

“Chattel Paper”: A record or records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods.

“Collateral”: All property and rights in property now owned or hereafter at any time acquired by the Grantor in or upon which a Security Interest is granted to the Secured Party by the Grantor under this Agreement.

“Deposit Account”: Any demand, time, savings, passbook or similar account maintained with a bank or financial institution.

“Document”: A document of title.

“Equipment”: All machinery, equipment, motor vehicles, furniture and furnishings, including all accessions, accessories and attachments thereto, and any guaranties, warranties, indemnities and other agreements of manufacturers, vendors and others with respect to such Equipment.

“Event of Default”: As defined in Section 18 hereof.

“Financing Statement”: As defined in Section 4 hereof.

“General Intangibles”: Any personal property (other than goods, Accounts, Chattel Paper, Deposit Accounts, Documents, Instruments, Investment Property and money) including, without limitation, all marketing contracts (including all manure marketing agreements), supply contracts, permits and licenses necessary for the operation of the Grantor’s operations, rights related to prepaid expenses, things in action, contract rights, payment intangibles, software, corporate and other business records, inventions, designs, patents, patent applications, service marks, trademarks, tradenames, trade secrets, internet domain names, engineering drawings, good will, registrations, copyrights, licenses, franchises, customer lists, tax refund claims, royalties, licensing and product rights, rights to the retrieval from third parties of electronically processed and recorded data and all rights to payment resulting from an order of any court.

“Instrument”: A negotiable instrument or any other writing which evidences a right to the payment of a monetary obligation and is not itself a security agreement or

"Instrument": A negotiable instrument or any other writing which evidences a right to the payment of a monetary obligation and is not itself a security agreement or lease and is of a type which is transferred in the ordinary course of business by delivery with any necessary endorsement or assignment.

"Inventory": Goods which are leased by a person as lessor, are held by a person for sale or lease or to be furnished under a contract of service, are furnished by a person under a contract of service, or consist of raw materials, work in process, or materials used or consumed in a business or incorporated or consumed in the production of any of the foregoing and supplies, in each case wherever the same shall be located, whether in transit, on consignment, in retail outlets, warehouses, terminals or otherwise, and all property the sale, lease or other disposition of which has given rise to an Account and which has been returned to the Grantor or repossessed by the Grantor or stopped in transit.

"Investment Property": A security, whether certificated or uncertificated, a security entitlement, a securities account and all financial assets therein, a commodity contract or a commodity account.

"Obligations": (a) All Obligations, as defined in the Credit Agreement, (b) all liabilities of the Grantor under this Agreement, and (c) in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred.

"Security Interest": As defined in Section 2 hereof.

(b) All other terms used in this Agreement which are not specifically defined herein shall have the meaning assigned to such terms in Article 9 of the Uniform Commercial Code as in effect in the State of Colorado from time to time (the "UCC"). All terms defined in this Agreement which are also defined in Article 9 of the Uniform Commercial Code as in effect in the State of Colorado from time to time shall have the meanings given such terms in this Agreement with any items included in the Uniform Commercial Code definition, and not in the definition herein, added thereto.

(c) Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular, the plural and "or" has the inclusive meaning represented by the phrase "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections are references to Sections in this Security Agreement unless otherwise provided.

**SECTION 2. GRANT OF SECURITY INTEREST.** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of all of the Obligations, Grantor hereby grants to the Secured Party a security interest (the "Security Interest") in all personal property of the Grantor of every type and description, including without limitation, supporting obligations, interests or claims in or under any policy of insurance, commercial tort claims, deposit accounts, money, and judgments and

further including, without limitation, all of such Grantor's right, title, and interest in and to the following, all whether now or hereafter owned, existing, arising or acquired and wherever located:

- (a) All Accounts;
- (b) All Chattel Paper and Electronic Chattel Paper;
- (c) All Deposit Accounts;
- (d) All Documents;
- (e) All Equipment;

(f) All General Intangibles (including, without limitation, payment intangibles, choses or things in action, litigation rights and resulting judgments, goodwill, patents, trademarks and other intellectual property, tax refunds, miscellaneous rights to payment, investments and other interests in entities not included in the definition of investment property (including, without limitation, all equities and patronage rights in all cooperatives and all interests in partnerships and joint ventures), margin accounts, computer programs, software, invoices, books, records and other information relating to or arising out of the Grantor's business);

(g) All Instruments;

(h) All Inventory (including, without limitation, returned or repossessed goods);


(i) All Investment Property (including, without limitation, certificated and uncertificated securities, security entitlements, securities accounts, commodity contracts, and commodity accounts);

(j) To the extent not otherwise included in the foregoing, (a) the proceeds of all insurance on any of the foregoing, (b) all books, correspondence, credit files, records, invoices, bills of lading and other documents relating to any of the foregoing, (c) all accessions and additions to, parts and appurtenances of, substitutions for and replacements of any of the foregoing, and (d) all proceeds and products of the foregoing.

**SECTION 3. GRANTOR REMAINS LIABLE.** Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the Accounts, Chattel Paper, General Intangibles and other items included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Grantor from any of its duties or obligations under the Accounts or any other items included in the Collateral, and (c) the Secured Party shall have no obligation or liability under Accounts, Chattel Paper, General Intangibles and other items included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**DAIRYAMERICA, INC.,**  
a California corporation

By:   
Name: Jean McAbee  
Title: Controller

Tax ID No. 94-3225843

Address for the Grantor:

Jean McAbee  
Controller  
DairyAmerica, Inc.  
4974 East Clinton Way  
Suite C-121  
Fresno, CA 93727

Address for the Secured Party:

5000 S. Quebec Street  
Greenwood Village, CO 80111  
Attention:

[Signature Page to Security Agreement]