

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dean Intellectual Property Services, Inc.		02/01/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mountain High LLC		
<b>Street Address:</b>	Number One General Mills Boulevard		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55426		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1132793	MOUNTAIN HIGH	
<b>Registration Number:</b>	1132794	MOUNTAIN HIGH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(763)764-2268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	763-764-5524		
<b>Email:</b>	trade.marks@genmills.com		
<b>Correspondent Name:</b>	Joshua J. Burke		
<b>Address Line 1:</b>	Number One General Mills Boulevard		
<b>Address Line 2:</b>	Law Department - M04-A		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55426		
<b>NAME OF SUBMITTER:</b>	Joshua J. Burke		
<b>Signature:</b>	/JJB/		
<b>Date:</b>	06/09/2011		

CH \$65.00 1132793

**Total Attachments: 5**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Dear Intellectual Property Services, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Mountain High LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: Number One General Mills Boulevard

City: Minneapolis

State: Minnesota

Country: USA Zip: 55426

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship \_\_\_\_\_

Other: LLC    Citizenship: Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) February 1, 2011

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No. (s)

B. Trademark Registration No (s)

1132793; 1132794

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

MOUNTAIN HIGH and MOUNTAIN HIGH & Design

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Joshua J. Burke

Internal Address: Mountain High, LLC

Law Department

Street Address: Number One General Mills Boulevard

City: Minneapolis

State: Minnesota Zip: 55426

Phone Number: 763-764-5524

Fax Number: 763-764-2268

Email Address: trade.marks@genmills.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00**

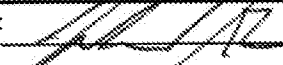
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number 07-0900

Authorized User Name Dori Hummel

**9. Signature:**

 \_\_\_\_\_  
 Signature

June 9, 2011  
 Date

Joshua J. Burke

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of February 1, 2011 (this "Assignment"), is executed by Mountain High LLC, a Delaware limited liability company ("Assignee"), and Dean Intellectual Property Services, Inc., a Delaware corporation ("Assignor"), pursuant to that certain Asset Purchase Agreement, dated as of November 18, 2010 (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the "Asset Purchase Agreement"), among Assignee, Assignor and certain other signatories thereto. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

In consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Purchased Intellectual Property. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor does hereby absolutely, unconditionally and irrevocably transfer, convey and assign to Assignee, all of Assignor's right, title and interest in, to and under, and all obligations under or relating to, the Purchased Intellectual Property (including, without limitation, the registered Purchased Intellectual Property identified on Exhibit A attached hereto and all applications, divisions, reissues, reexaminations, renewals, substitutions, continuations, extensions and foreign counterparts thereof).

2. Limitation of Representations. Assignor makes no express or implied representations or warranties in this Assignment of any kind whatsoever with respect to the Purchased Intellectual Property. This Assignment in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, claim or remedy under the Asset Purchase Agreement, including any rights the parties hereto may have under the representations, warranties and indemnities set forth therein. If any provision of this Assignment is construed to conflict with a provision of the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed controlling.

3. Counterparts. This Assignment may be executed in two or more counterparts (and by facsimile or portable document format (.pdf)), each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

4. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof. Each of the parties hereto irrevocably consents to the service of process in any action or proceeding hereunder by the delivery of process or other papers in the manner provided in Section 10.3 of the Asset Purchase Agreement.

5. Binding Effect: Assignment. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Assignment. No assignment of this Assignment or of any rights or obligations hereunder may be made by either party hereto (by operation of law or otherwise)

without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

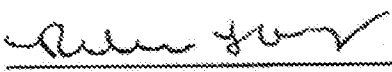
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**  
**DEAN INTELLECTUAL PROPERTY**  
**SERVICES, INC.**

**ASSIGNEE:**  
**MOUNTAIN HIGH LLC**

By:   
Name: Steve Schultz  
Title: Authorized Signatory


By:   
Name: Becky O'Grady  
Title: President

*Signature Page to Intellectual Property Assignment*

**TRADEMARK**  
**REEL: 004557 FRAME: 0204**

Exhibit A

Mountain High Trademarks

Mark	U.S. Reg. No.	Reg. Date	Goods
Mountain High	1,132,794	4/8/1980	Regular yogurt
	1,132,793	4/8/1980	Regular yogurt

Mountain High Domain Names

<u>Domain Name</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Mountainhigh.net	7/19/2001	7/19/2011
Mountainhighyoghurt.com	11/7/2002	11/7/2013
Mountainhighyogurt.com	11/7/2002	11/7/2013
Cookingwithyoghurt.com	10/24/2009	10/24/2012
Cookingwithyogurt.com	10/24/2009	10/24/2012

*Exhibit A to Intellectual Property Assignment*