

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aurora Organic Dairy Corp.		06/16/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	115 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3166822	HIGH MEADOW	
<b>Serial Number:</b>	77747096	HIGH MEADOW	
<b>Serial Number:</b>	85115641	COW TO CARTON	
<b>Serial Number:</b>	85253951	HIGH MEADOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1960509		
<b>NAME OF SUBMITTER:</b>	Richard Kalwa		

**CH \$115.00 3166822**

**900194690**

**TRADEMARK**  
**REEL: 004564 FRAME: 0368**

Signature:	/richard kalwa/
Date:	06/16/2011
Total Attachments: 5 source=3019106#page1.tif source=3019106#page2.tif source=3019106#page3.tif source=3019106#page4.tif source=3019106#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 16th day of June, 2011, Aurora Organic Dairy Corp., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 1401 Walnut Street, Boulder, Colorado 80302, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Bank of Montreal (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) All of Debtor’s right, title and interest (including common law rights and all state and federal registrations) in and to each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Each of the Agent and Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the

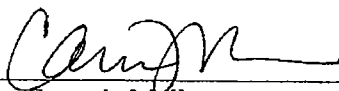
Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

Aurora Organic Dairy Corp.

By   
Name: Cammie Müller  
Title: Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

Bank of Montreal, as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AURORA ORGANIC DAIRY CORP.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Agent

By Betzaida Erdelyi  
Name: BETZAIDA ERDELYI  
Title: MANAGING DIRECTOR

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
HIGH MEADOW	3166822	OCTOBER 31, 2006

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
HIGH MEADOW	77747096	MAY 28, 2009
COW TO CARTON	85115641	AUGUST 25, 2010
HIGH MEADOW	85253951	FEBRUARY 28, 2011