

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milk Specialties Company		12/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3703215	ACTIVE NUTRITION FOR A HEALTHY WORLD	
Registration Number:	2127315	ADVANCE	
Registration Number:	3365023	ADVANCE ARREST	
Registration Number:	1526500	ASAP	
Registration Number:	1036561	CALF MEDIC	
Registration Number:	2945384	CALORIE PAK	
Registration Number:	0562159	CALVITA	
Registration Number:	3308587	COOL OMEGA 40	
Registration Number:	1484492	ENERGY BOOSTER 100	
Registration Number:	2289081	EXCELERATE	
Registration Number:	0914078	FARMBELT BRAND MEAT PRODUCTS FARMBELT	
Registration Number:	1549664	FAT PAK	
Registration Number:	2355962	KWIX MIX	
Registration Number:	2311958	LIQUI-WEAN	

OP \$815.00 3703215

Registration Number:	3596111	MATRIX ENHANCED PROTEIN TECHNOLOGY
Registration Number:	2871860	MEGATTRACT
Registration Number:	3790879	MILK SPECIALTIES GLOBAL
Registration Number:	2945910	NUTRASTART
Registration Number:	3535155	PERKI-LAC
Registration Number:	2934802	POWER BISCUITS
Registration Number:	2974386	POWER FRESHEN
Registration Number:	1377862	PRO-LYTE
Registration Number:	2934801	PROVANCE
Registration Number:	1058909	START TO FINISH
Registration Number:	1837694	START TO FINISH MARE & FOAL PELLETS
Registration Number:	3885378	VENTURE   DAIRY
Serial Number:	77963393	DAIRYSHARE
Serial Number:	77978127	MILK SYRUP
Serial Number:	77739251	MILK SYRUP
Serial Number:	77759355	MITO WHEY
Serial Number:	77759358	MITO WHEY PROTEIN
Serial Number:	85010701	SWEET BOOST

#### CORRESPONDENCE DATA

Fax Number: (212)656-1342  
 Phone: 212-318-6493  
 Email: david.adams@thomsonreuters.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Robin Riley  
 Address Line 1: 75 East 55th Street  
 Address Line 2: Paul Hastings LLP  
 Address Line 4: New York, NEW YORK 10022

#### DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:

David Adams

Signature:

/david adams TR/

**TRADEMARK**

**REEL: 004687 FRAME: 0455**

12/27/2011

**Total Attachments: 7**

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SECOND LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARKS

THIS SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of December 23, 2011, is made by MILK SPECIALTIES COMPANY, a Delaware corporation (the "Grantor"), in favor of ROYAL BANK OF CANADA, as Collateral Agent (the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of December 23, 2011, by and among Milk Holding Corporation, a Delaware corporation ("Holdings"), Milk Acquisition Corporation, a Delaware corporation ("Newco"), to be merged with and into the Grantor (together with Newco, the "Borrower"), the Lenders from time to time party thereto, and Royal Bank of Canada, as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of December 23, 2011, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto), to the Agent for the ratable benefit of the Secured Parties to secure the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

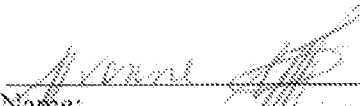
IN WITNESS WHEREOF, the parties hereto have caused this Second Lien Grant of Security Interest in Trademarks to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MILK SPECIALTIES COMPANY  
as Grantor

By: \_\_\_\_\_

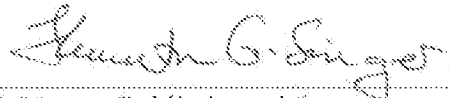
  
Nirav Shah  
Vice President

ROYAL BANK OF CANADA,  
as Collateral Agent for the Lenders

By:   
Name: Yvonne Mazier  
Title: Manager, Agency

CANADA )  
 )  
PROVINCE OF ONTARIO )

On the 22nd day of December, 2011, in the City of Toronto, before me came Yvonne Brazier, who, being duly sworn, did depose and say that she is the Manager, Agency Services, Royal Bank of Canada ("RBC"), the entity that executed the Second Lien Grant of Security Interest in Trademarks effective December 23, 2011 (the "Instrument") in respect of MILK SPECIALTIES COMPANY's pledge and grant of security interests in certain trademarks; that she executed and delivered the Instrument pursuant to authority given by RBC; and that she acknowledged the Instrument to be the free act and deed of RBC.



A Notary Public in and for  
the Province of Ontario



## SCHEDULE A

### Trademark Registrations and Applications

<b><u>Trademark</u></b>	<b><u>Country</u></b>	<b><u>Filing Date</u></b>	<b><u>App. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Status</u></b>
Active Nutrition for a Healthy World	United States	10/12/2008	77/590994	10/27/2009	3703215	Registered
Advance	United States	1/21/1997	75/228535	1/6/1998	2127315	Registered
Advance Arrest	United States	4/24/2007	77/164529	1/8/2008	3365023	Registered
ASAP	United States	8/1/1988	73/743277	2/28/1989	1526500	Registered
Calf Medic	United States	4/2/1975	73/048293	3/30/1976	1036561	Registered
Calorie Pak	United States	9/16/2003	78/300850	4/26/2005	2945384	Expired
Calvita	China	6/3/2009	7441690	10/28/2010	7441620	Registered
Calvita	United States	7/9/1949	71/581730	7/29/1952	0562159	Registered
Cool Omega 40	United States	5/6/2005	78/624679	10/9/2007	3308587	Registered
Dairyshare	United States	3/19/2010	77/963393			Pending
DNTP	China	6/28/2011	9650709			Pending
Energy Booster	China	4/15/2009	7326149	10/14/2010	7326149	Registered
Energy Booster	Japan	6/8/2007	2007-58248	1/9/2009	5195895	Registered
Energy Booster 100	Korea	3/8/2006	2006-0012056	10/31/2006	683734	Registered
Energy Booster 100	United States	3/27/1987	73/651656	4/12/1988	1484492	Registered
Excelerate	United States	11/12/1998	75/587320	10/26/1999	2289081	Registered
Farmbelt Brand Meat Products & Design	United States	9/29/1969	72/339122	6/8/1971	914078	Registered
Fat Pak	China	4/15/2009	7326151			Denied; Appeal filed
Fat Pak	Japan	6/8/2007	2007-058247	12/28/2007	5102021	Registered
Fat Pak	Korea	7/2/2007	2007-0035246	4/1/2008	40-0742494	Registered
Fat Pak	United States	4/9/1987	73/654032	7/25/1989	1549664	Registered
Kwix Mix (USPTO) really Kwik Mix and Design	United States	4/17/1998	75/467487	6/6/2000	2355962	Registered
Liqui-wean	United States	3/10/1999	75/657425	1/25/2000	2311958	Registered
MSC & Design	China	2/10/2011	9115653			Pending
MSC & Design	China	2/10/2011	9115652			Pending
Matrix Enhanced Protein Technology	United States	12/29/2007	77/361505	3/24/2009	3596111	Registered
Megattract	United States	9/16/2003	78/301082	8/10/2004	2871860	Abandoned **Told to abandon 8/13/2009**
Milk Specialties Global	China	6/3/2009	7441618			Denied
Milk Specialties Global	China	6/3/2009	7441619			Denied
Milk Specialties Global	United States	8/27/2008	77/557366	5/18/2010	3790879	Registered
Milk Syrup	United States	5/18/2009	77/978127			Abandoned
Milk Syrup	United States	5/18/2009	77/739251			Abandoned
Mito Whey	United States	6/15/2009	77/759355			Abandoned 8/1/2011
Mito Whey Protein	United States	6/15/2009	77/759358			Abandoned 8/1/2011
Nutrastart	United States	9/16/2003	78/300995	5/3/2005	2945910	Registered

<b>Trademark</b>	<b>Country</b>	<b>Filing Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>
Perki-Lac	United States	12/9/2007	77/347545	11/18/2008	3535155	Registered
Power Biscuits	United States	9/16/2003	78/301055	3/22/2005	2934802	Abandoned
Power Freshen	United States	1/12/2004	78/350501	7/19/2005	2974386	Registered
Preempt	Canada	3/20/1998	872819	4/27/2001	TMA 544217	Registered
Pro-Lyte	United States	7/1/1985	73/545765	1/14/1986	1377862	Registered
Provance	United States	9/16/2003	78/301027	3/22/2005	2934801	Registered
Rumin 8	China	4/15/2009	7326150	10/14/2010	7326150	Registered
Rumin 8 & Design	Taiwan	4/29/2010	99019762	1/1/2011	1447186	Registered
Start to Finish	United States	5/19/1976	73/087704	2/15/1977	1058909	Registered
Start to Finish Mare and Foal Pellets & Design	United States	9/20/1993	74/437639	5/31/1994	1837694	Registered
Sweet Boost	United States	4/9/2010	85/010,701			Pending
Venture Dairy	United States	3/19/2010	77/963202	12/7/2010	3,885,378	Registered
CF3	Japan	6/19/1998	4157196			Unknown
CF3	Japan	8/21/1998	4179232			Unknown
DEROOCHINIJUUKYUU DEROOCHINIKYUU	Japan	Unknown	Unknown			Unknown
DEROOCHINIJUUKYUU DEROOCHINIKYUU	Japan	Unknown	Unknown			Unknown