

01/31/2012



Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

103639978

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Milk Specialties Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) 12-23-11

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Royal Bank of Canada, as Collateral Agent

Internal _____

Address: 20 King Street West, 4th Floor

Street Address: _____

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Canadian
☐ Other _____ Citizenship _____

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)

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

A. Trademark Application No.(s)

See attached Schedule A.

B. Trademark Registration No.(s)

See attached Schedule A.

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

6. Total number of applications and registrations involved:

32

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

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

01/31/2012 KNGUYEN1 00000001 3703215

Authorized User Name

01 FC:8521

02 FC:8522

December 23, 2011

Date

9. Signature:

Signature

Robin Riley

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
REEL: 004717 FRAME: 0390

SCHEDULE A

Trademark Registrations and Applications

| <u>Trademark</u> | <u>Country</u> | <u>Filing Date</u> | <u>App. No.</u> | <u>Reg. Date</u> | <u>Reg. No.</u> | <u>Status</u> |
|---|----------------|--------------------|-----------------|------------------|-----------------|---|
| 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 Kwix 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 |

| Trademark | Country | Filing Date | App. No. | Reg. Date | Reg. No. | Status |
|--|----------------|--------------------|-----------------|------------------|-----------------|---------------|
| 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 |
| DEROOCHINIUKYUU DEROOCHINIKYUU | Japan | Unknown | Unknown | | | Unknown |
| DEROOCHINIUKYUU DEROOCHINIKYUU | Japan | Unknown | Unknown | | | Unknown |

FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS FIRST 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 First 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, Collateral Agent, Letter of Credit Issuer and Swingline Lender (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 First 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 First 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

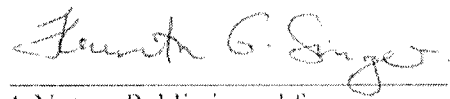
By: 

Nirav Shah
Vice President

By: Melvin J. [Signature]
Name: Michael J. [Signature]
Title: Chief of 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 First 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