

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Select Milk Producers, Inc.		11/07/2012	CORPORATION: NEW MEXICO

**RECEIVING PARTY DATA**

<b>Name:</b>	Fair Oaks Farms Brands, Inc.
<b>Street Address:</b>	1001 West Adams Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60607
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	85457488	FAIR OAKS FARMS
Serial Number:	85457481	FAIR OAKS FARMS
Serial Number:	85457477	FAIR OAKS FARMS
Serial Number:	85448722	FAIR OAKS FARMS
Serial Number:	85448716	FAIR OAKS FARMS
Serial Number:	85448713	FAIR OAKS FARMS
Registration Number:	3138185	FAIR OAKS FARMS
Registration Number:	2949758	FAIR OAKS DAIRY ADVENTURE
Registration Number:	4208831	MILK COW BLUES FESTIVAL AT FAIR OAKS FARMS FAIR OAKS FARMS

**CORRESPONDENCE DATA**

Fax Number: 9413663999

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

OP \$240.00 85457488

Phone: 941-364-2738  
Email: dcherry@slk-law.com  
Correspondent Name: Douglas A. Cherry  
Address Line 1: 240 South Pineapple Avenue  
Address Line 4: Sarasota, FLORIDA 34236

ATTORNEY DOCKET NUMBER:	F48860-154303
NAME OF SUBMITTER:	Douglas A. Cherry
Signature:	/doug cherry/
Date:	11/08/2012

**Total Attachments: 3**

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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Assignment ("Assignment") is made effective as of November 7, 2012 from Northern Agri Business Acquisitions, LLC ("NABA") to Select Milk Producers, Inc. ("SELECT") and then from SELECT to Fair Oaks Farms Brands, Inc. ("FOFB"):

WHEREAS, NABA is the owner of the trademarks ("the Marks"), applications, registrations and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the products or services on which the Marks are used ("the Products").

WHEREAS, NABA owns the following Internet domain name (the "Domain Name"): <http://www.fofarms.com/>

WHEREAS, NABA desires to convey, transfer, assign, deliver, and contribute to SELECT all of its right, title, and interest in and to the Marks and the Property.

WHEREAS, SELECT then desires to convey, transfer, assign, deliver, and contribute to FOFB all of its right, title, and interest in and to the Marks and the Property.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NABA and SELECT hereby agree as follows:

### NABA Assignment to SELECT

NABA hereby conveys, transfers, assigns, delivers, and contributes to SELECT all of NABA's right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which it is registered: (2) all income, royalties, and damages hereafter due or payable to NABA with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

NABA further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in SELECT full right, title, and interest in the Marks and the Property.

NABA assigns to SELECT all right, title and interest in and to the registrations for the Domain Name. NABA shall take all actions reasonably requested by SELECT to effectuate the assignment conducting online transactions, unlocking domain names where necessary, forwarding all passwords and transfer codes to Assignor, and assisting with the transfer procedures required by the applicable registrars and registrants to convey control of the Domain Name from NABA to SELECT. NABA shall act diligently to effectuate the assignment.

SELECT Assignment to FOFB


Upon assignment of the Marks and Property from NABA to SELECT, SELECT hereby conveys, transfers, assigns, delivers, and contributes to FOFB all of SELECT's right, title, and interest of whatever kind in and to the Marks and the Property, together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which it is registered: (2) all income, royalties, and damages hereafter due or payable to SELECT with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

SELECT further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in FOFB full right, title, and interest in the Marks and the Property.

Upon assignment of the Domain Name from NABA to SELECT, SELECT assigns to FOFB all right, title and interest in and to the registrations for the Domain Name. SELECT shall take all actions reasonably requested by FOFB to effectuate the assignment conducting online transactions, unlocking domain names where necessary, forwarding all passwords and transfer codes to Assignor, and assisting with the transfer procedures required by the applicable registrars and registrants to convey control of the Domain Name from SELECT to FOFB. SELECT shall act diligently to effectuate the assignment.

IN WITNESS WHEREOF, NABA and SELECT has duty executed and delivered this Assignment, as of the day and year first above written.

Northern Agri Business Acquisitions, LLC  
("NABA")

  
By: RANCE C. MILES  
Its: SECRETARY/TREASURER

Select Milk Producers, Inc.  
("SELECT")







  
By: RANCE C. MILES  
Its: COO/CFO

EXHIBIT A

TRADEMARK APPLICATIONS

Mark	Serial #	Filing Date
FAIR OAKS FARMS	85/457,481	10/27/2011
FAIR OAKS FARMS	85/457,477	10/27/2011
FAIR OAKS FARMS	85/457,488	10/27/2011
FAIR OAKS FARMS 	85/448,722	10/17/2011
FAIR OAKS FARMS 	85/448,713	10/17/2011
FAIR OAKS FARMS 	85/448,716	10/17/2011

TRADEMARK REGISTRATIONS

Mark	Serial #	Reg. #	Reg. Date
Fair Oaks Farms 	78/578,183	3,138,185	09/05/2006
Fair Oaks Dairy Adventure	78/180,795	2,949,758	05/10/2005
Milk Cow Blues Festival At Fair Oaks Farms Fair Oaks Farms 	85/390,942	4,208,831	09/18/2012