

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fair Oaks Farms Brands, Inc.		11/12/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fair Oaks Farms Brands, LLC
Street Address:	1001 West Adams Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Serial Number:	85457481	FAIR OAKS FARMS
Serial Number:	85457477	FAIR OAKS FARMS
Serial Number:	85457488	FAIR OAKS FARMS
Serial Number:	85448722	FAIR OAKS FARMS
Serial Number:	85448713	FAIR OAKS FARMS
Serial Number:	85448716	FAIR OAKS FARMS
Serial Number:	85378494	FAIR OAKS FARMS
Serial Number:	85378468	FAIR OAKS FARMS
Serial Number:	85378412	FAIR OAKS FARMS
Serial Number:	85378389	FAIR OAKS FARMS
Serial Number:	85390336	FAIR OAKS FARMS POWERMILK
Serial Number:	85390327	FAIR OAKS FARMS POWERMILK
Serial Number:	85390324	FAIR OAKS FARMS POWERMILK
Serial Number:	85390311	POWERMILK

OP \$1240.00 85457481

Serial Number:	85390307	POWERMILK
Serial Number:	85390314	POWERMILK
Serial Number:	85595636	CORE POWER
Serial Number:	85595632	CORE POWER
Serial Number:	85595634	CORE POWER
Serial Number:	85597056	CORE POWER
Serial Number:	85485152	FROM GRASS TO GLASS
Serial Number:	85485118	FROM GRASS TO GLASS
Serial Number:	85485153	FROM GRASS TO GLASS
Serial Number:	85614469	BELIEVE IN BETTER
Serial Number:	85614391	BELIEVE IN BETTER
Serial Number:	85614498	BELIEVE IN BETTER
Serial Number:	85614442	BELIEVE IN BETTER
Serial Number:	85614532	BELIEVE IN BETTER
Serial Number:	85623008	FAIR OAKS FARMS
Serial Number:	85623047	FAIR OAKS FARMS
Serial Number:	85623058	FAIR OAKS FARMS
Serial Number:	85623068	FAIR OAKS FARMS
Serial Number:	85623104	FAIR OAKS FARMS
Serial Number:	85641221	COOL MILK
Serial Number:	85641204	COOL MILK
Registration Number:	3138185	FAIR OAKS FARMS
Registration Number:	2949758	FAIR OAKS DAIRY ADVENTURE
Registration Number:	4162496	CORE POWER
Registration Number:	4162494	CORE POWER
Registration Number:	4162495	CORE POWER
Registration Number:	4178169	FROM GRASS TO GLASS
Registration Number:	3901088	DAIRY BY DESIGN REAL MILK. SMART NUTRITION.
Registration Number:	4219517	DON'T LEAVE YOUR WORKOUT UNFINISHED
Registration Number:	4219516	DON'T LEAVE YOUR WORKOUT UNFINISHED
Registration Number:	4219518	DON'T LEAVE YOUR WORKOUT UNFINISHED
Registration Number:	3566810	THE GOOD COW COMPANY
Registration Number:	3702612	GOOD COW
Registration Number:	3702613	GOOD COW. GREAT MILK.
Serial Number:	85378740	FAIR OAKS FARMS

TRADEMARK

REEL: 004908 FRAME: 0416

Fax Number: 9413663999

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

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:	11/29/2012

Total Attachments: 6

source=Signed Assignment of Trademarks FOFB Inc to FOFB LLC#page1.tif

source=Signed Assignment of Trademarks FOFB Inc to FOFB LLC#page2.tif

source=Signed Assignment of Trademarks FOFB Inc to FOFB LLC#page3.tif

source=Signed Assignment of Trademarks FOFB Inc to FOFB LLC#page4.tif

source=Signed Assignment of Trademarks FOFB Inc to FOFB LLC#page5.tif

source=Signed Assignment of Trademarks FOFB Inc to FOFB LLC#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made and entered as of November 12, 2012 by and between FAIR OAKS FARMS BRANDS, INC., a Delaware corporation ("Assignor"), and FAIR OAKS FARMS BRANDS, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are each referred to herein as the "Parties."

RECITALS

A. Assignor desires to transfer its rights, interests and claims in, and title to all of the trademarks and service marks set forth in the table attached as Attachment A, together with any and all common law rights and goodwill associated therewith, and the registrations and applications therefor.

B. Under the terms of that certain Subscription and Contribution Agreement dated as of November 12, 2012 by and between FAIR OAKS FARMS BRANDS, INC, a Delaware corporation, FAIR OAKS FARMS BRANDS, LLC, a Delaware limited liability company, SELECT MILK PRODUCERS, INC., a New Mexico agricultural marketing association, and THE COCA-COLA COMPANY, a Delaware corporation, Assignor has agreed, among other things, to transfer to Assignee all of Assignor's rights, interests and claims in, and title to the Trademarks (defined below), together with the common law rights and goodwill associated therewith and the registrations and applications therefor.

C. Assignee has succeeded to the business, assets and appurtenant goodwill of Assignor and is desirous of acquiring the Trademarks (defined below).

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby contributes, conveys, grants, sets over, assigns and transfers to Assignee and its successors and assigns, and Assignee hereby accepts, Assignor's entire worldwide right, interest and claim in, and title to the trademarks and service marks set forth in the table in Attachment A, together with the common law rights and goodwill associated therewith and the registrations and applications therefor, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the trademarks and service marks set forth in the table above, if any, in each case whether now existing or hereafter created, together with the proceeds thereof (collectively, the "Trademarks"). Assignor expressly acknowledges that with respect to any intent-to-use trademark applications that are included in the Trademarks, Assignee is the successor in interest to Assignor, and the business to which those intent-to-use trademark applications pertain is ongoing and existing and as such, the assignment of such intent-to-use trademark applications is proper under 15 U.S.C. §1060.

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder.

Each party represents that it has the power and authority to enter into this Trademark Assignment. If any term of this Trademark Assignment is held invalid or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of

the original term, and all other terms shall continue in full force and effect. This Trademark Assignment shall be governed by the laws of the State of Delaware, without regard to its conflicts of law principles.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks through the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

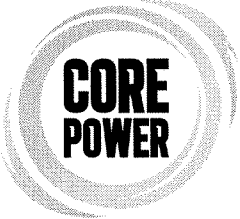
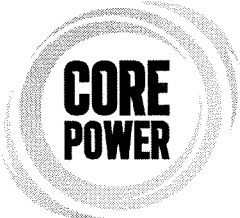
ASSIGNOR
FAIR OAKS FARMS BRANDS, INC.
By: Stephen C Jones
Name: Stephen C Jones
Title: CEO

ASSIGNEE
FAIR OAKS FARMS BRANDS, LLC
By: Stephen C Jones
Name: Stephen C Jones
Title: CEO

ATTACHMENT 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
		
FAIR OAKS FARMS	85/378,740	07/22/2011
FAIR OAKS FARMS	85/378,494	07/22/2011
FAIR OAKS FARMS	85/378,468	07/22/2011
FAIR OAKS FARMS	85/378,412	07/22/2011
FAIR OAKS FARMS	85/378,389	07/22/2011
FAIR OAKS FARMS	85/390,336	08/05/2011
FAIR OAKS FARMS POWERMILK		
FAIR OAKS FARMS POWERMILK	85/390,327	08/05/2011
FAIR OAKS FARMS POWERMILK	85/390,324	08/05/2011
POWERMILK	85/390,311	08/05/2011
POWERMILK	85/390,307	08/05/2011
POWERMILK	85/390,314	08/05/2011
CORE POWER	85/595,636	04/12/2012
		
CORE POWER	85/595,632	04/12/2012

Mark	Serial #	Filing Date
CORE POWER		
CORE POWER 	85/595,634	04/12/2012
CORE POWER 	85/597,056	04/13/2012
FROM GRASS TO GLASS	85/485,152	12/01/2011
FROM GRASS TO GLASS	85/485,118	12/01/2011
FROM GRASS TO GLASS	85/485,153	12/01/2011
BELIEVE IN BETTER	85/614,469	05/02/2012
BELIEVE IN BETTER	85/614,391	05/02/2012
BELIEVE IN BETTER	85/614,498	05/02/2012
BELIEVE IN BETTER	85/614,442	05/02/2012
BELIEVE IN BETTER	85/614,532	05/02/2012
FAIR OAKS FARMS FAIR OAKS FARMS	85/623,008	05/11/2012
FAIR OAKS FARMS	85/623,047	05/11/2012

Mark	Serial #	Filing Date
FAIR OAKS FARMS		
FAIR OAKS FARMS FAIR OAKS FARMS	85/623,058	05/11/2012
FAIR OAKS FARMS FAIR OAKS FARMS	85/623,068	05/11/2012
FAIR OAKS FARMS FAIR OAKS FARMS	85/623,104	05/11/2012
COOL MILK	85/641,221	06/01/2012
COOL MILK	85/641,204	06/01/2012

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
CORE POWER	85/452,055	4,162,496	06/19/2012
CORE POWER	85/451,988	4,162,494	06/19/2012
CORE POWER	85/452,000	4,162,495	06/19/2012

Mark	Serial #	Reg. #	Reg. Date
FROM GRASS TO GLASS	85/385,503	4,178,169	07/24/2012
DAIRY BY DESIGN REAL MILK. SMART NUTRITION. 	77/578,771	3,901,088	01/04/2011
DON'T LEAVE YOUR WORKOUT UNFINISHED	85/494,985	4,219,517	10/02/2012
DON'T LEAVE YOUR WORKOUT UNFINISHED	85/494,978	4,219,516	10/02/2012
DON'T LEAVE YOUR WORKOUT UNFINISHED	85/494,991	4,219,518	10/02/2012
THE GOOD COW COMPANY	77/412,897	3,566,810	1/27/2009
GOOD COW & Design 	77/450,772	3,702,612	10/27/2009
GOOD COW. GREAT MILK.	77/450,840	3,702,613	10/27/2009