

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Select Milk Producers, Inc.		12/14/2012	agricultural marketing cooperative: NEW MEXICO
Northern Agri Business Acquisitions LLC		12/14/2012	LIMITED LIABILITY COMPANY: INDIANA
American Dairy Ventures, Inc.		12/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ING Capital LLC, as Agent
Street Address:	1325 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3779656	ATHLETES MILK
Registration Number:	3776424	ATHLETES HONEY MILK
Registration Number:	3083270	DESIGNER
Registration Number:	4176054	ATHLETES HONEY MILK
Registration Number:	4232370	MILK COW BLUES FESTIVAL
Registration Number:	4238999	MILK COW MUSIC FESTIVAL
Registration Number:	4115035	THE GREEN GATE GARDEN
Registration Number:	3132121	
Registration Number:	3119616	COWTOBERFEST
Serial Number:	85536243	FAIR CODE
Serial Number:	77803107	M+MILK

CH \$290.00 3779656

CORRESPONDENCE DATA

Fax Number: 4045725135

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

Phone: 404-572-3493

Email: osborne_karen@kslaw.com

Correspondent Name: Karen Osborne

Address Line 1: 1180 Peachtree Street, N.E.

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	59941.015073
NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	12/14/2012

Total Attachments: 9

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 14, 2012 (this "Security Agreement"), is made by SELECT MILK PRODUCERS, INC., a New Mexico agricultural marketing cooperative, NORTHERN AGRI BUSINESS ACQUISITIONS LLC, an Indiana limited liability company and AMERICAN DAIRY VENTURES, INC., a Delaware corporation (collectively the "Grantors"; and each a "Grantor"), in favor of ING CAPITAL LLC, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Select Milk Producers, Inc., a New Mexico agricultural marketing cooperative (the "Parent"), Northern Agri Business Acquisitions LLC, an Indiana limited liability company (the "Acquisition Term Loan Borrower"), Benjamin F. Yale Dairy Facilities LLC, a Michigan limited liability company (the "Construction Term Loan Borrower", and together with the Parent, each a "Borrower" and collectively, the "Borrowers", the lenders from time to time parties thereto (the "Lenders") and the Agent have entered into a Credit Agreement, dated as of December 14, 2012 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors and certain of its Subsidiaries and affiliates have entered into the Pledge and Security Agreement, dated as of December 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, the Pledge and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition have the meanings set forth in the Pledge and Security Agreement or if not defined in the Pledge and Security Agreement, have the meanings set forth in the Credit Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby pledges, assigns and transfers to the Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (but not including any Excluded Property) (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantors of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Pledge and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Pledge and Security Agreement (or any portion hereof or thereof), the terms of the Pledge and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

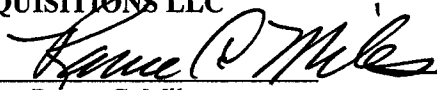
Section 5 **Grantor Remains Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

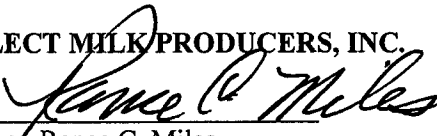
Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

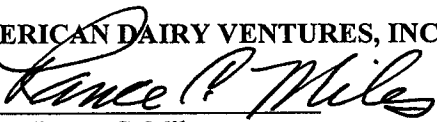
**NORTHERN AGRI BUSINESS
ACQUISITIONS LLC**

By: 
Name: Rance C. Miles
Title: Secretary and Treasurer

SELECT MILK PRODUCERS, INC.

By: 
Name: Rance C. Miles
Title: Chief Financial Officer and Chief
Operating Officer

AMERICAN DAIRY VENTURES, INC.

By: 
Name: Rance C. Miles
Title: Secretary and Treasurer

Acknowledged and Agreed to as of the date hereof:

AGENT:

ING CAPITAL LLC

By: _____
Name: William B. Redmond
Title: Managing Director

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**NORTHERN AGRI BUSINESS
ACQUISITIONS LLC**

By: _____
Name: Rance C. Miles
Title: Secretary and Treasurer

SELECT MILK PRODUCERS, INC.

By: _____
Name: Rance C. Miles
Title: Chief Financial Officer and Chief
Operating Officer

AMERICAN DAIRY VENTURES, INC.

By: _____
Name: Rance C. Miles
Title: Secretary and Treasurer

Acknowledged and Agreed to as of the date hereof:

AGENT:

ING CAPITAL LLC

By: _____


Name: William B. Redmond
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR

State of Michigan)
)
County of Kent) ss.

On this 10th day of December, 2012 before me personally appeared Rance C. Miles, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Northern Agri Business Acquisitions LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Christine M. Kremer
Notary Public

CHRISTINE M KREMER
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires December 31, 2017

ACKNOWLEDGMENT OF GRANTOR

State of Michigan)

County of Kent)

ss.

On this 10th day of December 2012 before me personally appeared Rance C. Miles, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Select Milk Producers, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Christine M. Kremer
Notary Public

CHRISTINE M KREMER
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires December 31, 2017

ACKNOWLEDGMENT OF GRANTOR

State of Michigan)

County of Kent)

ss.

On this 10th day of December, 2012 before me personally appeared Rance C. Miler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Dairy Ventures, Inc, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said company.

Christine M. Kremer

Notary Public

CHRISTINE M KREMER
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires December 31, 2017

SCHEDULE I

Trademarks

REGISTERED MARKS			
Mark	Owner	Reg. #	Reg. Date
Athletes Milk	American Dairy Ventures, Inc.	3779656	04/20/2010
Athletes Honey Milk	American Dairy Ventures, Inc.	3776424	04/13/2010
Designer	American Dairy Ventures, Inc.	3083270	04/18/2006
Athletes Honey Milk 	American Dairy Ventures, Inc.	4176054	07/17/2012
MILK COW BLUES FESTIVAL	Northern Agri Business Acquisitions, LLC	4232370	10/30/2012
MILK COW MUSIC FESTIVAL	Northern Agri Business Acquisitions, LLC	4238999	11/06/2012
THE GREEN GATE GARDEN	Northern Agri Business Acquisitions, LLC	4115035	03/20/2012
(Design only)  *Ms. Cowhoun*	Northern Agri Business Acquisitions, LLC	3132121	08/22/2006
Cowtoberfest	Northern Agri Business Acquisitions, LLC	3119616	07/25/2006
APPLICATIONS			
Mark	Owner	Serial #	Filing Date
FAIR CODE	Select Milk Producers, Inc.	85536243	02/07/2012
*M+Milk	Select Milk Producers, Inc.	77803107	08/12/2009

*The M+Milk application was assigned to American Dairy Ventures, Inc. (f/k/a Fair Oaks Farms Brands Inc.), but the assignment has not been recorded.