

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, LLC		06/03/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Northern Agri Business Acquisitions LLC
Street Address:	320 West Hermosa Drive
City:	Artesia
State/Country:	NEW MEXICO
Postal Code:	88210
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85623068	FAIR OAKS FARMS
Serial Number:	85623008	FAIR OAKS FARMS
Serial Number:	85378740	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
Registration Number:	4348751	FAIR OAKS FARMS
Registration Number:	4340774	FAIR OAKS FARMS
Serial Number:	85623047	FAIR OAKS FARMS
Serial Number:	85623104	FAIR OAKS FARMS
Serial Number:	85448722	FAIR OAKS FARMS
Serial Number:	85448713	FAIR OAKS FARMS
Serial Number:	85457481	FAIR OAKS FARMS

TRADEMARK

Serial Number:	85457477	FAIR OAKS FARMS
Serial Number:	85623058	FAIR OAKS FARMS
Registration Number:	3138185	FAIR OAKS FARMS
Registration Number:	2949758	FAIR OAKS DAIRY ADVENTURE

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.
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:	S34740-139974
NAME OF SUBMITTER:	Douglas A. Cherry
Signature:	/doug cherry/
Date:	07/03/2013

Total Attachments: 5
source=Signed Assignment of Trademarks FOFB LLC to NABA#page1.tif
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made and entered into as of June 3, 2013 by and between FAIR OAKS FARMS BRANDS, LLC, a Delaware limited liability company ("Assignor"), and NORTHERN AGRI BUSINESS ACQUISITIONS LLC, an Indiana limited liability company ("Assignee"). Assignor and Assignee are each referred to herein as the "Parties."

RECITALS

A. The Board of Managers of Assignor (the "Board") has determined that it is in the best interests of Assignor to rebrand its business under the master brand "fairlife".

B. In light of the foregoing and the discussions among Assignor and each of the Capital Members (as defined in the Operating Agreement of Assignor, dated November 12, 2012, hereinafter the "Operating Agreement"), the Board, including all of the TCCC Managers and Dairy Ventures Managers (as each such term is defined in the Operating Agreement), has determined that the Trademarks (defined below) should be assigned and distributed to American Dairy Ventures, Inc. (f/k/a Fair Oaks Farms Brands, Inc.) ("Dairy Ventures") or its designee without any reduction to the Capital Account (as defined in the Operating Agreement) of Dairy Ventures.

C. Dairy Ventures has designated Assignee to receive the assignment of the Trademarks, it being the intent of Assignor, Dairy Ventures, Select (defined below) and Assignee that the transactions contemplated hereby be treated for federal income tax purposes as (i) a distribution of the Trademarks from Assignor to Dairy Ventures, (ii) a distribution of such Trademarks from Dairy Ventures to its sole stockholder, Select Milk Producers, Inc., a New Mexico agricultural marketing association ("Select"), and (iii) a contribution of such Trademarks by Select to its wholly-owned subsidiary, Assignee.

D. Pursuant to the foregoing, Assignor desires to assign and transfer to Assignee its rights, interests and claims in, and title to, all of the Trademarks.

E. Assignee has succeeded to the business, assets and appurtenant goodwill of Assignor to the extent related to the Trademarks and is desirous of acquiring such Trademarks.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby 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 date of this Trademark Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable. Assignee agrees that it will not act as attorney in fact for Assignor in accordance with this paragraph or the appointment and power conveyed herein unless Assignor has first failed or refused, within a commercially reasonable time, to take or perform some act or step or execute, acknowledge or deliver some instrument after Assignee has requested, in writing, that Assignor do so.

[Signature pages follow.]

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.

ASSIGNEE:

ASSIGNOR:

FAIR OAKS FARMS BRANDS, LLC

NORTHERN AGRI BUSINESS
ACQUISITIONS LLC

By: Stephen C Jones

By: Kance C Miles

Name: Stephen C. Jones


Name: KANCE C MILES

Title: CEO





Title: SECRETARY-TREASURER

ATTACHMENT A

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
FAIR OAKS FARMS	85/457,488	4,340,774	05/28/2013

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 	85/448,722	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 	85/623,008	05/11/2012

Mark	Serial #	Filing Date
FAIR OAKS FARMS 	85/623,047	05/11/2012
FAIR OAKS FARMS 	85/623,058	05/11/2012
FAIR OAKS FARMS 	85/623,068	05/11/2012
FAIR OAKS FARMS 	85/623,104	05/11/2012