900261414 07/23/2013

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
Golden Guernsey Dairy, LLC		107/02/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Lifeway Wisconsin, Inc.
Street Address:	6431 West Oakton St.
City:	Morton Grove
State/Country:	ILLINOIS
Postal Code:	60053
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2448714	DAIRYLINK
Registration Number:	1515583	GG GOLDEN GUERNSEY DAIRY

CORRESPONDENCE DATA

Fax Number:

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

via US Mail.

Phone: 202-342-8851

Email: nlutz@kelleydrye.com

Correspondent Name: Nancy H. Lutz

Address Line 1: 3050 K Street NW, Suite 400 Address Line 2: Kelley Drye & Warren LLP

Address Line 4: Washington, DISTRICT OF COLUMBIA 20007

ATTORNEY DOCKET NUMBER:	016176.0003
NAME OF SUBMITTER:	Nancy H. Lutz
	TRADEMARK

TRADEMARK REEL: 005076 FRAME: 0615 65.00 2448714

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Signature:	/Nancy H. Lutz/	
Date:	07/23/2013	
Total Attachments: 3 source=Lifeway Trademark Assignment#page1.tif source=Lifeway Trademark Assignment#page2.tif source=Lifeway Trademark Assignment#page3.tif		

TRADEMARK
REEL: 005076 FRAME: 0616

ASSIGNMENT

This is an assignment dated July 2, 2013 by Charles A. Stanziale, Jr., the Chapter 7 Trustee of Golden Guernsey Dairy, LLC, a Delaware limited liability company, with a business address at 2101 Delafield Street, Waukesha, Wisconsin 53188 ("Assignor") in favor of Lifeway Wisconsin, Inc., an Illinois corporation, with a business address at 6431 West Oakton St., Morton Grove, Illinois 60053 ("Assignee").

WHEREAS, Assignor and Assignee are party to that certain asset purchase agreement dated as of May 14, 2013 (the "Asset Purchase Agreement"; capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement);

WHEREAS, the Asset Purchase Agreement, among other things, contemplates the transfer of the Golden Guernsey Assets to the Purchaser, all as further described in and subject to the terms and conditions of the Asset Purchase Agreement, and

WHEREAS, the Golden Guernsey Assets include the trademarks listed on the Schedule of Marks attached hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey to Assignee all right, title, and interest in and to said trademarks together with the goodwill of the business symbolized by said trademarks, and the right to sue for recovery for past infringement, if any. This assignment is made without any representations or warranties whatsoever, express or implied, including any warranty as to whether the Assignors has any rights in such trademarks.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

TRADEMARK REEL: 005076 FRAME: 0617 Charles A. Stanziale, Jr., Chapter 7 Trustee of Golden Guernsey Dairy, LLC

Name: Charles A. Stanziale, Jr.

Title: Chapter 7 Trustee

TRADEMARK **REEL: 005076 FRAME: 0618**

SCHEDULE OF MARKS

	Mark	Registration / Serial Number	Registration/Filing Date
United States	DAIRYLINK	2,448,714	May 8, 2001
United States	Golden Guernsey Dairy	1,515,583	December 6, 1988
Wisconsin	LA VACA BONITA		November 21, 2001

Common Law GIGI'S KIDS CLUB

TRADEMARK REEL: 005076 FRAME: 0619

RECORDED: 07/23/2013