TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311571

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farmland Dairies, LLC		06/11/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Farmland Fresh Dairies, LLC
Street Address:	802 Bergen Street
City:	Newark
State/Country:	NEW JERSEY
Postal Code:	07102
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3274456	FARMLAND DAIRIES
Registration Number:	2132748	

CH $65.00 3274456

CORRESPONDENCE DATA

Fax Number: 6077236605

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

Phone: 6072316830
Email: amanzer@hhk.com
Correspondent Name: Mark Levy, HINMAN, HOWARD & KATTELL, LLP
Address Line 1: 80 Exchange Street
Address Line 2: P.O. Box 5250
Address Line 4: Binghamton, NEW YORK 13901

ATTORNEY DOCKET NUMBER:	FARMLAND FRESH
NAME OF SUBMITTER:	Mark Levy
SIGNATURE:	/Mark Levy/
DATE SIGNED:	07/23/2014

Total Attachments: 5
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of the 24th day of January, 2014, and is entered into by and between **FARMLAND FRESH DAIRIES, LLC**, a New Jersey limited liability company and having offices at 802 Bergen Street, Newark, New Jersey 07102 ("Buyer"), and **FARMLAND DAIRIES, LLC.**, a Delaware limited liability company having offices at 8750 North Central Expressway, Suite 400, Dallas, Texas 75231 ("Seller"). Each of the foregoing parties may be hereinafter referred to individually as a "Party" and together as the "Parties."

WHEREAS, the Parties entered into that certain Letter of Interest ("LOI") dated January 24, 2014 wherein, among certain other terms and conditions, Seller assigned all right, title and interest to the Farmland brand (the "Brand" as defined therein) to Buyer; and

WHEREAS, in the LOI Seller agreed to execute all documentation necessary for such an assignment of the Brand; and

WHEREAS, consistent with the terms and conditions of the LOI, the Parties now wish to implement the assignment of the Brand through this Trademark Assignment.

NOW THERFORE, in consideration of the terms and conditions herein below set forth, the Parties, intending to be legally bound, agree as follows:

1. Assignment

Seller hereby conveys, transfers, assigns and delivers to the Buyer all of the Seller's right, title and interest to the Trademarks specified in Attachment A hereto, along with the trade dress, labels and designs associated with those Trademarks, and further with the goodwill of the business relating to such Trademarks; and all income, royalties and damages that become due or payable to the Seller with respect to the Trademarks and associated trade dress, including damages and payments for past or future infringements and/or misappropriation of the Trademarks and associated trade dress.

Seller agrees that it will cooperate with Buyer, at Buyer's expense, in regard to any action to enforce Buyer's rights to the Trademarks and related trade dress against any infringement and/or misappropriation thereof.

Seller agrees that within thirty (30) business days after execution of this Trademark Assignment Seller will deliver to Buyer all documents, material and/or other media which may be in the Sellers' possession, power or control which comprises or contains any part of or information in relation to the Trademarks and associated trade dress (including all trademark attorneys' files and papers).

2. All Other Terms and Conditions

This trademark Assignment shall be governed by the applicable terms and conditions of the LOI. In the event of any conflict between this Assignment and the LOI, the LOI shall control.

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be executed on the date first written above by their respective officers thereunto duly authorized.

FARMLAND DAIRIES, LLC

By: _____
Print Name: Bill White
Title: CFO & SVP Finance
Date: June 11, 2014

Bill White, being duly sworn and known to me to be the CFO & SVP Finance of Farmland Dairies, LLC ("Company") has executed this assignment being duly authorized on behalf of the Company to do so.

_____
Notary Public

ERIKA V QUEZADA
My Commission Expires
April 28, 2018

FARMLAND FRESH DAIRIES, LLC

By: _____
Print Name: Thomas A. Malave
Title: President
Date: 6/18/14

Thomas A. Malave, being duly sworn and known to me to be the President of Farmland Fresh Dairies, LLC ("Company") has executed this assignment being duly authorized on behalf of the Company to do so.

_____
Notary Public

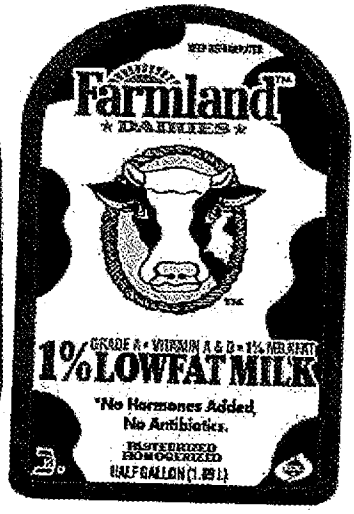
JULIANNE RODE
Notary Public - State of New York
No. 01RO6120883
Qualified in Nassau County
My Commission Expires January 3, 2017

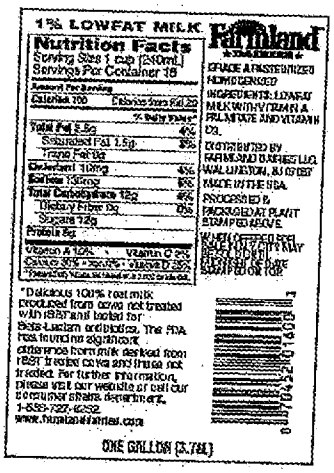
ATTACHMENT A
ASSIGNED TRADEMARKS

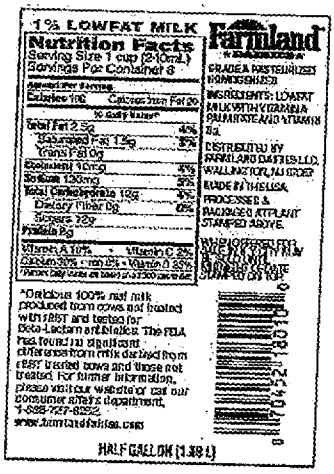
1. "Farmland Dairies", including U.S. Trademark Registration No. 3,274,456
2. "Cow" logo, including U.S. Trademark Registration No. 2,132,748
3. "Farmland Dairies" logo and label trade dress depicted in Attachment A-3
4. "100% Cows Milk" logo depicted in Attachment A-4

ATTACHMENT A-3

"FARMLAND DAIRIES" LOGO AND LABEL TRADE DRESS







ATTACHMENT A-4

"100% COWS MILK" LOGO