TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311572

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Farmland Fresh Dairies, LLC		06/18/2014	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	Farmland Dairies, LLC
Street Address:	8750 North Central Expressway, Ste. 400
City:	Dallas
State/Country:	TEXAS
Postal Code:	75231
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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: 7
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TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement"), effective as of the 24th day of January, 2014, (the "Effective Date") is made by and between Farmland Fresh Dairies, LLC, a New Jersey limited liability company ("Licensor") and Farmland Dairies, LLC, a Delaware limited liability company ("Licensee").

WHEREAS, Licensor is the sole and exclusive owner of all right, title and interest in and to the Licensed Marks (hereafter defined).

WHEREAS, pursuant to the terms and conditions of this Agreement, the parties desire that the Licensee shall have the royalty-free and non-exclusive right to use the Licensed Marks on or in connection with the Goods in the Territory.

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

1. DEFINITIONS

1.1 The term "Licensed Marks" shall mean Licensor's trademark(s), service marks, logos, trade names and/or related designs shown in Exhibit A.

1.2 The term "Goods" shall mean Cream Products (including, without limitation, regular, low fat, no fat, and flavored)

1.3 The term "Territory" shall mean the United States.

2. GRANT OF LICENSE

2.1 Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to use the Licensed Marks on or in connection with the Goods in the Territory.

2.2 Licensee shall not assign or sublicense the rights granted under this license, except to Licensee's affiliate, or with the express prior written consent of Licensor not to be unreasonably withheld.

3. QUALITY CONTROL

3.1 Upon request by Licensor, and at no cost to Licensor, Licensee shall submit samples of advertisements and promotional materials to Licensor, showing the uses of the Licensed Marks.

3.2 Licensee agrees that Goods provided in connection with the Licensed Marks will be the same or substantially identical in quality and standards as the level of quality and standards of the Goods sold by Licensee as of the Effective Date. Upon reasonable notice, Licensor or its duly authorized representatives have the right to inspect the premises of Licensee during all reasonable hours of operation during the term of this

Agreement and receive samples of use of the Licensed Marks upon request.

4. USE OF LICENSED MARKS

4.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's products, other than those authorized or required by this Agreement, are supported, endorsed, or sponsored by Licensor. Licensee also agrees not to use the name of Licensor in its business or affairs other than in the performance of its rights and obligations under this Agreement.

4.2 Licensee recognizes and acknowledges that the goodwill associated with the Licensed Marks inures to the benefit of Licensor. Licensee acknowledges Licensor's right, title and interest in and to the Licensed Marks, and will not represent that it has any ownership therein or in any registration thereof, and will not knowingly do or cause to be done any act or thing contesting such right, title and interest. Licensee therefore agrees that, except for the rights granted herein, it has no interest in or ownership of the Licensed Marks, and further agrees not to register or attempt to register, in any jurisdiction, any of the Licensed Marks.

5. INDEMNIFICATION

Licensor assumes no liability to Licensee or third parties with respect to the Goods sold by Licensee. Licensee agrees to indemnify and hold harmless Licensor, its trustees, officers, employees and agents from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses of every nature, including attorney's fees, relating to or arising out of the Goods or from the use of the Licensed Marks, other than from trademark infringement suits by third-parties pertaining to Licensee's use of the Licensed Marks in accordance with the terms of this Agreement.

6. TERM OF AGREEMENT

This Agreement shall continue in full force and effect from its Effective Date as first above written for an initial term ending three (3) years from the Effective Date ("Initial Term") unless the Agreement is otherwise terminated by the acts of the parties in accordance with the terms of this Agreement or by operation of law. The Agreement may not be renewed except with the prior written consent of Licensor.

7. TERMINATION

7.1 This Agreement and all rights hereby granted may be revoked and terminated at any time by Licensor due to Licensee's breach of the provisions hereof, provided that Licensor shall deliver written notice thereof to Licensee and Licensee shall have thirty (30) days to cure said breach, or if such breach is not capable of cure within such thirty (30) days, Licensee shall have thirty (30) days to commence such cure and this Agreement shall not be terminated provided Licensee is diligently pursuing such cure.

7.2 This Agreement may be revoked and terminated at any time by Licensee, with or without cause, on sixty (60) days' written notice to Licensor.

7.3 Termination of this Agreement shall not impair any accrued rights of Licensor.

7.4 Upon the termination of this Agreement, all rights granted to Licensee hereunder shall revert to Licensor, and Licensee shall make no claims to such rights.

8. LICENSEE'S DUTIES UPON TERMINATION

Upon termination of this Agreement, Licensee agrees to immediately discontinue the sale of the Goods bearing the Licensed Marks.

9. SEVERABILITY

Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

10. MODIFICATION AND WAIVER

10.1 The parties agree that this Agreement may be modified from time to time by means of a written document signed by both parties.

10.2 It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent and/or similar breach.

11. ASSIGNABILITY

This Agreement shall inure to the benefit of Licensor, its successors and assigns, but shall be personal to Licensee and shall be assignable by Licensee only with the express prior written consent of Licensor, as provided in Section 2.2.

12. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of Texas, United States of America.

13. NOTICES AND PAYMENTS

Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered first class mail to the addressees given below, or such other addressees as may be designated from time to time during the term of this Agreement:

To Licensor:	**To Licensee:**
Farmland Fresh Dairies, LLC	Famland Dairies, LLC
802 Bergen Street	8750 North Central Expressway, Suite 400
Newark, NJ 07102	Dallas, TX 75231
Attn: President	Attn: Office of General Counsel

14. NO PARTNERSHIP OR FRANCHISE

This Agreement does not constitute and shall not be construed to constitute (1) a partnership or joint venture between Licensor and Licensee, or (2) a franchise agreement between Licensor and Licensee. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons.

15. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with regard to the subject matter hereof and supersedes all other statements and representations pertaining to this subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark License Agreement to be executed and agreed to by their respective, duly authorized officers or representatives identified below, as of the Effective Date.

LICENSOR:
FARMLAND FRESH DAIRIES, LLC

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

LICENSEE:
FARMLAND DAIRIES, LLC

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

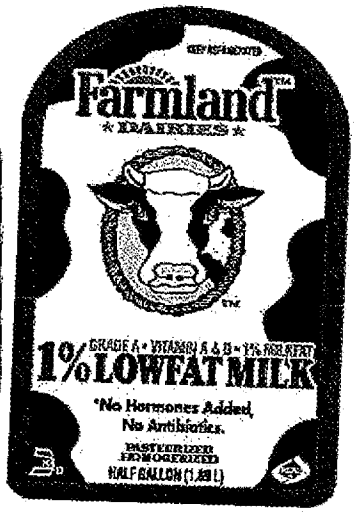
Exhibit A

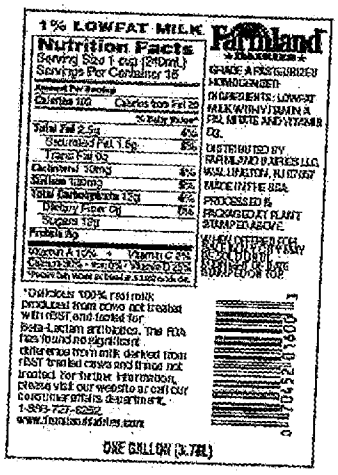
Licensed Marks

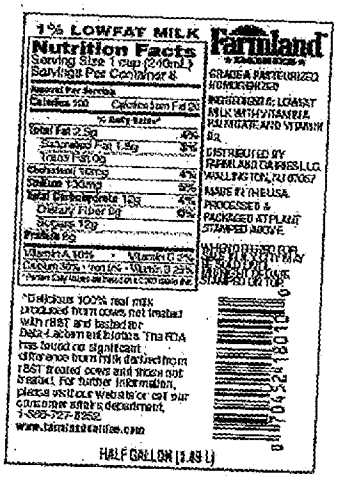
1. "Farmland Dairies", including U.S. Trademark Registration No. 3,274,456
2. "Cow" logo, including U.S. Trademark Registration No. 2,132,748
3. "Farmland Dairies" logo and label trade dress depicted in Attachment A-3
4. "100% Cows Milk" logo depicted in Attachment A-4

ATTACHMENT A-3

"FARMLAND DAIRIES" LOGO AND LABEL TRADE DRESS







ATTACHMENT A-4

"100% COWS MILK" LOGO