

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315658

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NORTHERN AGRI BUSINESS ACQUISITIONS LLC		08/29/2014	LIMITED LIABILITY COMPANY: INDIANA
SELECT MILK PRODUCERS, INC.		08/29/2014	agricultural marketing cooperative: NEW MEXICO
AMERICAN DAIRY VENTURES, INC.		08/29/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING CAPITAL LLC, as Agent		
<b>Street Address:</b>	1325 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85536243	FAIR CODE	
<b>Serial Number:</b>	76580833	DESIGNER	
<b>Serial Number:</b>	78578183	FAIR OAKS FARMS	
<b>Serial Number:</b>	78180795	FAIR OAKS DAIRY ADVENTURE	
<b>Serial Number:</b>	85457481	FAIR OAKS FARMS	
<b>Serial Number:</b>	85457477	FAIR OAKS FARMS	
<b>Serial Number:</b>	85457488	FAIR OAKS FARMS	
<b>Serial Number:</b>	85448722	FAIR OAKS FARMS	
<b>Serial Number:</b>	85448713	FAIR OAKS FARMS	
<b>Serial Number:</b>	85448716	FAIR OAKS FARMS	
<b>Serial Number:</b>	85623008	FAIR OAKS FARMS	
<b>Serial Number:</b>	85623047	FAIR OAKS FARMS	
<b>Serial Number:</b>	85623058	FAIR OAKS FARMS	
<b>Serial Number:</b>	85623068	FAIR OAKS FARMS	
<b>Serial Number:</b>	85378740	FAIR OAKS FARMS	
<b>Serial Number:</b>	85378494	FAIR OAKS FARMS	
<b>TRADEMARK</b>			

CH \$790.00 85536243

Property Type	Number	Word Mark
Serial Number:	85378468	FAIR OAKS FARMS
Serial Number:	85378412	FAIR OAKS FARMS
Serial Number:	85378389	FAIR OAKS FARMS
Serial Number:	85390483	MILK COW BLUES FESTIVAL
Serial Number:	85432590	MILK COW MUSIC FESTIVAL
Serial Number:	85390942	MILK COW BLUES FESTIVAL AT FAIR OAKS FAR
Serial Number:	85413204	THE GREEN GATE GARDEN
Serial Number:	78571947	
Serial Number:	78571614	COWTOBERFEST
Serial Number:	86097055	THE DAIRY ADVENTURE
Serial Number:	86097061	THE PIG ADVENTURE
Serial Number:	86097064	THE EGG ADVENTURE
Serial Number:	86097070	THE CROP ADVENTURE
Serial Number:	86097078	POWERED BY POO
Serial Number:	86097077	POWERED BY POO FAIR OAKS FARMS

**CORRESPONDENCE DATA**

**Fax Number:** 4045725100

*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:** 404-572-3431

**Email:** cfraser@kslaw.com

**Correspondent Name:** Carol Fraser, Paralegal

**Address Line 1:** 1180 Peachtree Street

**Address Line 2:** King & Spalding

**Address Line 4:** Atlanta, GEORGIA 30309-3521

**ATTORNEY DOCKET NUMBER:** SELECT MILK - 59941.01507

**NAME OF SUBMITTER:** Carol Fraser

**SIGNATURE:** //Carol Fraser//

**DATE SIGNED:** 08/29/2014

**Total Attachments: 7**

source=Select Trademark Security Agreement#page1.tif

source=Select Trademark Security Agreement#page2.tif

source=Select Trademark Security Agreement#page3.tif

source=Select Trademark Security Agreement#page4.tif

source=Select Trademark Security Agreement#page5.tif

source=Select Trademark Security Agreement#page6.tif

source=Select Trademark Security Agreement#page7.tif

## Trademark Security Agreement

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 29, 2014 (this "Trademark 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 Credit Agreement referred to below).

**WHEREAS**, Select Milk Producers, Inc., a New Mexico agricultural marketing cooperative ("SMP"), Continental Dairy Products, Inc., an Ohio nonprofit cooperative marketing association ("CDP") and Continental Dairy Facilities LLC, a Michigan limited liability company ("CDF") and together with SMP and CDP, individually and collectively the "Borrower", the lenders from time to time parties thereto (the "Lenders"), MUFG Union Bank, N.A., as the bond letter of credit issuer, and the Agent have entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

**WHEREAS**, in connection with the Credit Agreement, SMP, CDP and certain of their Subsidiaries, including the Grantors, have entered into that certain Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent, for the benefit of the Secured Parties; and

**WHEREAS**, the Security Agreement requires the Grantors to execute and deliver this Trademark 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 Security Agreement or if not defined in the 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**      **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the 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 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 Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the 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 Trademark 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 Trademark 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 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: Rance C. Miles  
Name: Rance C. Miles  
Title: Secretary

**SELECT MILK PRODUCERS, INC.**

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

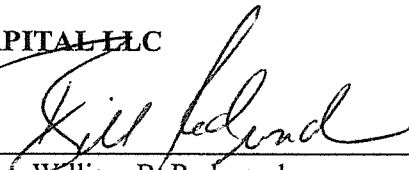
**AMERICAN DAIRY VENTURES, INC.**

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

Acknowledged and Agreed to as of the date hereof:

**AGENT:**

**ING CAPITAL LLC**

By:  \_\_\_\_\_

Name: William B. Redmond

Title: Managing Director






By:  \_\_\_\_\_




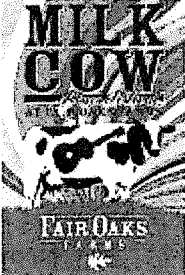
Name: Bennett C. Whitehurst

Title: Vice President



SCHEDULE I

Trademarks

Owner	Mark	Serial #	Reg. #	Reg. Date
Select Milk Producers, Inc.	FAIR CODE	85536243		
American Dairy Ventures, Inc.	Designer	76580833	3083270	04/18/2006
Northern Agri Business Acquisitions LLC	Fair Oaks Farms 	78578183	3138185	09/05/2006
Northern Agri Business Acquisitions LLC	FAIR OAKS DAIRY ADVENTURE	78180795	2949758	05/10/2005
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85457481		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85457477		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85457488	4340774	05/28/2013
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS 	85448722		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS 	85448713		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS 	85448716	4348751	06/11/2013
Northern Agri Business Acquisitions LLC		85623008	4362305	07/02/2013

Owner	Mark	Serial #	Reg. #	Reg. Date
Northern Agri Business Acquisitions LLC		85623047		
Northern Agri Business Acquisitions LLC		85623058		
Northern Agri Business Acquisitions LLC		85623068	4362306	07/02/2013
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85378740		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85378494		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85378468		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85378412		
Northern Agri Business Acquisitions LLC	FAIR OAKS FARMS	85378389		
Northern Agri Business Acquisitions, LLC	MILK COW BLUES FESTIVAL	85390483	4232370	10/30/2012
Northern Agri Business Acquisitions LLC	MILK COW MUSIC FESTIVAL	85432590	4238999	11/06/2012
Northern Agri Business Acquisitions LLC	Milk Cow Blues Festival At Fair Oaks Farms Fair Oaks Farms 	85390942	4208831	09/18/2012
Northern Agri Business Acquisitions LLC	THE GREEN GATE GARDEN	85413204	4115035	03/20/2012



Owner	Mark	Serial #	Reg. #	Reg. Date
Northern Agri Business Acquisitions LLC	(Design only)  *Ms. Cowhoun*	78571947	3132121	08/22/2006
Northern Agri Business Acquisitions LLC	Cowtoberfest	78571614	3119616	07/25/2006
Northern Agri Business Acquisitions LLC	THE DAIRY ADVENTURE	86097055	4551123	06/17/2014
Northern Agri Business Acquisitions LLC	THE PIG ADVENTURE	86097061	4551124	06/17/2014
Northern Agri Business Acquisitions LLC	THE EGG ADVENTURE	86097064		
Northern Agri Business Acquisitions LLC	THE CROP ADVENTURE	86097070		
Northern Agri Business Acquisitions LLC	POWERED BY POO	86097078	4537740	05/27/2014
Northern Agri Business Acquisitions LLC	POWERED BY POO FAIR OAKS FARMS 	86097077	4537739	05/27/2014