

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hatfield Acquisition, LLC		10/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Milk Industry Management Corporation		
Doing Business As:	Balford Farms		
Street Address:	4 Manhattan Drive		
City:	Burlington		
State/Country:	NEW JERSEY		
Postal Code:	08016		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3511253	ROSENBERGER'S DAIRIES	
Registration Number:	2066848	ROSENBERGER'S DAIRIES	
Registration Number:	2878329	GRABBA JUICE	
CORRESPONDENCE DATA			
Fax Number:	2158325378		
<i>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.</i>			
Phone:	215-569-5378		
Email:	bcraig@blankrome.com		
Correspondent Name:	Bradford C. Craig		
Address Line 1:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	064965-02148		
NAME OF SUBMITTER:	Bradford C. Craig		
SIGNATURE:	/Bradford C. Craig/		
DATE SIGNED:	02/06/2015		

OP \$90.00 3511253

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment") is made and entered into as of October 27, 2014, by and between **HATFIELD ACQUISITION, LLC**, a Delaware limited liability company having an address of c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 ("Assignor"), and **MILK INDUSTRY MANAGEMENT CORPORATION D/B/A BALFORD FARMS**, a Pennsylvania corporation having an address of 4 Manhattan Drive, Burlington, New Jersey 08016 ("Assignee").

RECITALS

WHEREAS Assignor is the owner of the trademarks and trademark registrations listed in Appendix A (the "Trademarks"); and

WHEREAS Assignor, Dairy Farmers Of America, Inc., a Kansas cooperative marketing association and Assignee entered into a certain Asset Purchase Agreement on September 18, 2014 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed, *inter alia*, to sell, assign, transfer, convey, and deliver to Assignee, and Assignee agreed, *inter alia*, to purchase and acquire from Assignor, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, including the representations, warranties, covenants, and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby **AGREE** as follows:

TERMS

1. *Recitals.* The recitals are true and correct and are hereby incorporated into this Assignment and constitute a part of this Assignment as if fully and completely set forth in their entireties.

2. *Assignment.* Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, its successors and assigns, and Assignee hereby accepts the sale, assignment, transfer, conveyance, and delivery from Assignor of, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by and associated therewith, including without limitation: (i) all common law rights with respect thereto, all registrations thereof, and any renewals and extensions of such registrations; (ii) all benefits, privileges, causes of action, and remedies relating to such Trademarks, including without limitation (a) the exclusive rights to apply for and maintain all registrations, renewals, and/or extensions thereof, (b) all rights and causes of action to recover past, present, and future damages, royalties, fees, profits, and other relief including, but not limited to, equitable and injunctive relief ensuing from past, present, and future infringement, misappropriation, or other unauthorized use of the Trademarks, and (c) grant licenses or other interests therein; and (iii) any and all other corresponding rights that have been, are now, or hereafter may be secured throughout the world with respect to the Trademarks.

3. *Further Assurances.* Assignor shall, at the request of Assignee, and without further consideration, execute and deliver any assignments or other documents and take and

perform all other actions as reasonably necessary to vest, perfect, or confirm of record or otherwise in Assignee, any and all of Assignor's right, title, and interest in and to the Trademarks.

4. *Effective Time.* The transactions contemplated hereby shall be effective as of 12:01 a.m., EST on the date hereof.

5. *Asset Purchase Agreement.* This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement, which are incorporated herein by reference. This Assignment is given to further evidence (and give immediate effect to) certain transfers and assignments contemplated by the Asset Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee (or any other party thereto) set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern.

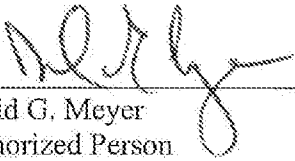
6. *Counterparts.* This Assignment may be executed in any number of counterparts, and all signed counterparts (including facsimiles and PDFs) shall be deemed to be an original and shall together constitute a single instrument. No counterpart shall be effective until each party has executed at least one counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the date set forth below.

HATFIELD ACQUISITION, LLC

Dated: October 27, 2014

By: 
Name: David G. Meyer
Title: Authorized Person

MILK INDUSTRY MANAGEMENT
CORPORATION D/B/A BALFORD FARMS

Dated: _____

By: _____
Name: Laurence E. Bowes
Title: President and Chief Executive Officer

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the date set forth below.

HATFIELD ACQUISITION, LLC

Dated: _____

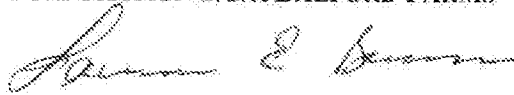
By: _____

Name: David G. Meyer

Title: Authorized Person

**MILK INDUSTRY MANAGEMENT
CORPORATION D/B/A BALFORD FARMS**

Dated: October 27, 2014

By:  _____


Name: Laurence E. Bowes

Title: President and Chief Executive Officer

[Signature Page to Assignment of Trademarks]

APPENDIX A TO ASSIGNMENT OF TRADEMARKS

TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
ROSENBERGER'S DAIRIES	3,511,253	October 7, 2008	REGISTERED
 [ROSENBERGER'S DAIRIES & Design]	2,066,848	June 3, 1997	REGISTERED
GRABBA JUICE	2,878,329	August 31, 2004	REGISTERED
GRABBA MILK	2,644,130	October 29, 2002	CANCELLED May 31, 2013
GRABBA	2,610,582	August 20, 2002	CANCELLED March 22, 2013
ROSENBERGER'S	--	--	--