

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331632

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MILK INDUSTRY MANAGEMENT CORPORATION		12/29/2014	CORPORATION: PENNSYLVANIA
BALFORD FARMS, INC.		12/29/2014	CORPORATION: PENNSYLVANIA
BALFORD HTD, LLC		12/29/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
BALFORD INVESTMENTS LLC		12/29/2014	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	1600 Market Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

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: 2158648999

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: (215) 864-8407

Email: wintners@ballardspahr.com

Correspondent Name: Sandra M. Wintner

Address Line 1: Ballard Spahr LLP

Address Line 2: 1735 Market Street, 51st Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER:	00017996
NAME OF SUBMITTER:	Sandra Wintner
SIGNATURE:	/Sandra Wintner/
DATE SIGNED:	02/10/2015

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is executed as of December 29, 2014 but effective as of December 30, 2014 by MILK INDUSTRY MANAGEMENT CORPORATION, a corporation organized under the laws of the Commonwealth of Pennsylvania ("Milk"), BALFORD FARMS, INC., a corporation organized under the laws of the Commonwealth of Pennsylvania ("Farms"), BALFORD HTD, LLC, a limited liability company organized under the laws of the State of New Jersey ("Balford"), and BALFORD INVESTMENTS LLC, a limited liability company organized under the laws of the State of New Jersey ("Investments") (Milk, Farms, Balford, Investments and each Person joined hereto as a pledgor from time to time, collectively, the "Borrowers", and each a "Borrower") and delivered to PNC Bank, National Association, with a place of business at 1600 Market Street, Philadelphia, PA 19103 ("Agent").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Revolving Credit, Term Loan and Security Agreement of even date herewith among Milk, Farms, Balford, Investments, the other persons from time to time joined thereto as borrowers, the financial institutions from time to time party thereto and Agent, as agent for the Lenders (as it may be amended, restated, supplemented or modified from time to time, the "Loan Agreement"), under which Borrowers are granting Agent a lien on and security interest in certain assets of Borrowers associated with or relating to services or products sold under Borrowers' trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrowers have adopted, used and are using (or have filed applications for the registration of) the trademarks, service marks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrowers associated therewith and represented thereby, as security for all of the Obligations, and Agent desires to have its security interest in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office and other applicable governmental offices.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged,

and to secure the Obligations, each Borrower grants to Agent for its benefit and the ratable benefit of each Lender a lien on and security interest in all of such Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of such Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full (other than unasserted indemnity and other contingent obligations) and the Loan Agreement is irrevocably terminated, unless such Borrower reasonably deems such Trademark no longer useful to its business.

3. Each Borrower represents, warrants and covenants to Agent that:

(a) The registrations and pending applications within the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) (i) All of the Trademarks (other than applications for the registration thereof which have been filed) set forth on Schedule A as of the date hereof are registered, and with regard to new Trademarks acquired after the date hereof, such new Trademarks that Borrower reasonably deems useful to its business will be registered, and (ii) all of the Trademarks are valid and enforceable;

(c) Such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the applicable Trademarks set forth on Schedule A, and each of such Trademarks is free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (other than to a Borrower and Agent hereunder) and covenants by such Borrower not to sue third persons, other than Permitted Encumbrances;

(d) Such Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Such Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 with respect to the registration and maintenance of the Trademarks registered in the United States and any other applicable statutes, rules and regulations in connection with its registration and maintenance of the Trademarks except where failure to comply would not reasonably be expected to have a Material Adverse Effect on any Borrower;

(f) Such Borrower has not received written notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks, which would reasonably be expected to have a Material Adverse Effect; and

(g) Such Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Agent and its employees and agents the right (with no obligation of any kind upon Agent to do so) to visit such Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrowers' compliance with this paragraph 3(g). So long as no Event of Default or other exigent circumstances (as determined by Agent in its reasonable discretion) exists, Agent shall give Borrowers at least one (1) Business Day prior notice of any such visit or inspection.

4. Each Borrower further covenants that:

(a) Until all the Obligations are indefeasibly paid and satisfied in full (other than unasserted indemnity and other contingent obligations) and the Loan Agreement is irrevocably terminated, such Borrower will not enter into any agreement, including, without limitation, license agreements or options, which is inconsistent with such Borrower's obligations under this Agreement or the Loan Agreement or which restrict or impair Agent's rights hereunder.

(b) If such Borrower acquires rights to any new trademarks, service marks or tradenames, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrowing Agent shall give Agent prompt written notice thereof along with an amended Schedule "A" in a commercially reasonable time frame, and no less frequently than annually.

5. So long as this Agreement is in effect and so long as Borrowing Agent has not received notice from Agent that an Event of Default has occurred and is continuing under the Loan Agreement and that Agent has elected to exercise its rights hereunder: (i) Borrowers shall continue to have the exclusive right to use the Trademarks; and (ii) Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Unless otherwise permitted by the Loan Agreement, each Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Agent without the prior written consent of Agent or as expressly permitted under the Loan Agreement.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, each Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, each Borrower hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Borrower's true and lawful attorney-in-fact, with the power to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or

otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Each Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and Other Documents, and until all Obligations are indefeasibly paid and satisfied in full (other than unasserted indemnity and other contingent obligations) and the Loan Agreement is irrevocably terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon each Borrowers' performance of all of the obligations under the Loan Agreement and the Other Documents and after all Obligations are indefeasibly paid and satisfied in full (other than unasserted indemnity and other contingent obligations) and the Loan Agreement is irrevocably terminated, Agent shall, at Borrowers' expense, execute and deliver to Borrowing Agent all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, out-of-pocket costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrowers on demand by Agent and until so paid shall be added to the principal amount of Obligations to Agent and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrowers shall have the duty, until Borrowers' Obligations are indefeasibly paid and satisfied in full (other than unasserted indemnity and other contingent obligations) and the Loan Agreement is irrevocably terminated, to (1) prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, (2) to preserve and maintain all rights in the Trademarks, and (3) upon reasonable request of Agent, Borrowers shall make federal application on registerable but unregistered Trademarks belonging to any Borrower and licensed to any Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrowers. Unless otherwise permitted by the Loan Agreement, no Borrower shall abandon any Trademarks without the prior written consent of Agent.

13. Borrowers shall have the right to bring suit in their own name to enforce the Trademarks, in which event Agent may, if Borrowing Agent reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrowers shall promptly, upon written demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence and continuation of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of any Borrower hereunder, in such Borrower's name or in Agent's name, but at the expense of Borrowers.

15. No course of dealing between Borrowers and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or the Other Documents, or by any other future agreements between any Borrower and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the jurisdiction set forth in Section 16.1 of the Loan Agreement, without regard to its otherwise applicable principles of conflicts of laws.

19. Each Borrower agrees to the jurisdiction and venue of the state and federal courts of the jurisdiction set forth in Section 16.1 of the Loan Agreement and to service by certified mail, return receipt requested at the address of such Borrower.

20. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL

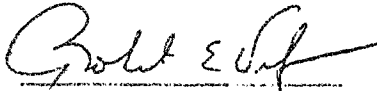
WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

[Signature Page Follows]

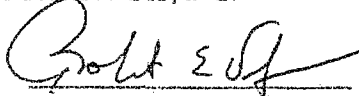
IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrowers:

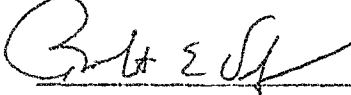
MILK INDUSTRY MANAGEMENT
CORPORATION

By: 
Name: Robert E. Venafra
Title: Treasurer and Secretary

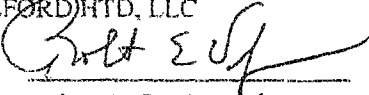
BALFORD FARMS, INC.

By: 
Name: Robert E. Venafra
Title: Treasurer and Secretary

BALFORD INVESTMENTS LLC

By: 
Name: Robert E. Venafra
Title: Treasurer and Secretary

BALFORD LTD, LLC

By: 
Name: Robert E. Venafra
Title: Treasurer and Secretary

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Diane M. Shaak

Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Borrowers:

MILK INDUSTRY MANAGEMENT CORPORATION

By: _____
Name: _____
Title: _____

BALFORD FARMS, INC.

By: _____
Name: _____
Title: _____

BALFORD INVESTMENTS LLC

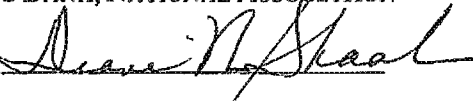
By: _____
Name: _____
Title: _____

BALFORD HTD, LLC

By: _____
Name: _____
Title: _____

Approved and Accepted:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Diane M. Shaak

Title: Senior Vice President

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Ocean :

On this 29 day of December, 2014, before me personally appeared Robert E. Vena Fra to me known and being duly sworn, deposes and says that he is the Treasurer of Milk Industry Management Corporation, the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Barbara Ann Britske
Notary Public
My Commission Expires:

BARBARA ANN BRITSKE
ID: # 2367800
Notary Public - State of New Jersey
My Commission Expires 12/13/2017

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Ocean :

On this 29 day of December, 2014, before me personally appeared Robert E. Vena Fra to me known and being duly sworn, deposes and says that he is the Treasurer of Balford Farms, Inc., the corporation described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Barbara Ann Britske
Notary Public
My Commission Expires:

BARBARA ANN BRITSKE
ID: # 2367800
Notary Public - State of New Jersey
My Commission Expires 12/13/2017

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Ocean :

On this 29 day of December, 2014, before me personally appeared Robert E. Venafra to me known and being duly sworn, deposes and says that he is the Treasurer of Balford Investments LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of the limited liability company; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

Barbara Ann Britske
Notary Public
My Commission Expires:

BARBARA ANN BRITSKE
ID: # 2367800
Notary Public - State of New Jersey
My Commission Expires 12/13/2017

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey :SS
COUNTY OF Ocean :

On this 29 day of December, 2014, before me personally appeared Robert E. Venafra to me known and being duly sworn, deposes and says that he is the Treasurer of Balford HTD, LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of the limited liability company; that the seal so affixed to the Agreement is such seal; that he signed the agreement and affixed the seal of the limited liability company thereto as such officer pursuant to the authority vested in him by law; that the foregoing Agreement is the voluntary act of such limited liability company; and he desires the same to be recorded as such.

Barbara Ann Britske
Notary Public
My Commission Expires:

BARBARA ANN BRITSKE
ID: # 2367800
Notary Public - State of New Jersey
My Commission Expires 12/13/2017

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION OR REGISTRATION NO.</u>
<u>Milk Industry Management Corporation</u>	<u>Rosenberger's Dairies</u>	<u>USA</u>		<u>3,511,253</u>
<u>Milk Industry Management Corporation</u>		<u>USA</u>		<u>2,066,848</u>
<u>Milk Industry Management Corporation</u>	<u>Grabba Juice</u>	<u>USA</u>		<u>2,878,329</u>

EXHIBIT 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK ASSIGNMENT

WHEREAS, Milk Industry Management Corporation, Balford Farms, Inc., Balford HTD, LLC, and Balford Investments, LLC (collectively, "Grantor"), are the registered owner of the trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office or such other office identified on Schedule "A" hereto; and

WHEREAS, _____("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 20_____.

MILK INDUSTRY MANAGEMENT
CORPORATION

By: _____
As Attorney-in-fact

BALFORD FARMS, INC.

By: _____
As Attorney-in-fact

BALFORD INVESTMENTS LLC

By: _____
As Attorney-in-fact

BALFORD HTD, LLC

By: _____
As Attorney-in-fact

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Milk Industry Management Corporation, a corporation, and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of such corporation, and as the act and deed of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20____ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Balford Farms, Inc., a corporation, and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of such corporation, and as the act and deed of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Balford Investments LLC, a limited liability company, and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of such limited liability company, and as the act and deed of such limited liability company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 20__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Balford HTD, LLC, a limited liability company, and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of such limited liability company, and as the act and deed of such limited liability company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Individual Notary)

My Commission Expires:

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>APPLICATION OR REGISTRATION NO.</u>
<u>Milk Industry Management Corporation</u>	<u>Rosenberger's Dairies</u>	<u>USA</u>		<u>3,511,253</u>
<u>Milk Industry Management Corporation</u>		<u>USA</u>		<u>2,066,848</u>
<u>Milk Industry Management Corporation</u>	<u>Grabba Juice</u>	<u>USA</u>		<u>2,878,329</u>