

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Select Milk Producers, Inc.	04/12/2012
RECEIVING PARTY DATA	
Name:	Fair Oaks Farms Brands, Inc.
Street Address:	1001 West Adams Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13453996
Application Number:	13453983
CORRESPONDENCE DATA	
Fax Number:	(972)732-9218
Phone:	(972)732-1001
Email:	docketing@slater-matsil.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Slater & Matsil, L.L.P.
Address Line 1:	17950 Preston Road
Address Line 2:	Suite 1000
Address Line 4:	Dallas, TEXAS 75252
ATTORNEY DOCKET NUMBER:	HRP-002C1 HRP-002D1
NAME OF SUBMITTER:	Patti Ensminger
Total Attachments: 4 source=HRP-002_AssignmentfromSMPTtoFOFB#page1.tif source=HRP-002_AssignmentfromSMPTtoFOFB#page2.tif source=HRP-002_AssignmentfromSMPTtoFOFB#page3.tif source=HRP-002_AssignmentfromSMPTtoFOFB#page4.tif	

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EXECUTION COPY

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is dated as of April 12, 2012 (the "Effective Date"), by Select Milk Producers, Inc., having a principal place of business at 320 West Hermosa Drive, Artesia, New Mexico ("Assignor"), and Fair Oaks Farms Brands, Inc., having a principle place of business at 1001 West Adams Street, Chicago, Illinois ("Assignee"). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 12, 2012 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to transfer to Assignee, among other things, all of Assignor's right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. **Certain Definitions.** The following terms, when used herein, shall have the respective meanings set forth below:

"**Intellectual Property**" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the Laws of any jurisdiction throughout the world: (a) inventions, discoveries, or improvements, including patents, patent applications, and certificates of invention; (b) trade secrets, Confidential Information, know-how, and technical and engineering drawings and information; (c) indicators of source or origin, including trademarks, service marks, designs, logos, and slogans; (d) works of authorship or expression, including copyrights and moral rights; (e) data, databases, data models, and schema; (f) industrial designs and design patents; (g) computer code, including source code and object code; and (h) any other similar intellectual property, all whether or not registered or registrable.

2. **Assignment.** As of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to Assignee and its successors, assigns, and nominees all right, title, and interest worldwide in and to: (a) all Intellectual Property, without limitation, as set forth on Schedule A that are owned by Assignor or any of Assignor's subsidiaries, and any reissues, substitutions, continuations, divisions, embodiments, stored/recorded copies (e.g., software and information on electronic media), translations, adaptations, derivations or combinations of any of the foregoing currently being developed or that will be developed and all goodwill associated with any of the foregoing (including the common law rights therein);

3. **Further Assurances.** The Assignor further agrees to execute and deliver to the Assignee such further instruments and certificates of conveyance and transfer as the Assignee

may reasonably request to convey and transfer the Assigned IP from the Assignor to the Assignee.

4. Power of Attorney. Assignor hereby appoints Assignee and its successors and assigns as Assignor's true and lawful attorneys with full power of substitution, in Assignor's name and stead but on behalf and for the benefit of the Assignee and its successors and assigns, to demand and receive any and all of the Assigned IP and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of the Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, or to execute such documents, that the Assignee or its successors or assigns may deem proper for the collection or reduction to possession of, or recordation of ownership to, any of the Assigned IP, or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, transferred and assigned, or intended so to be, and to do all acts and things in relation to the Assigned IP that the Assignee or its successors or assigns shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Assignor or by dissolution of the Assignor or in any manner or for any reason whatsoever.

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but of all which together shall constitute one instrument.

6. Conflict. In the event of any conflicts between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

[Signature Page Follows]

The parties hereto have caused this Assignment to be executed and delivered as of the Effective Date.

Select Milk Producers, Inc.

By: 

Name: BRAD BOUMA

Title: PRESIDENT

Fair Oaks Farms Brands, Inc.

By: 

Name: ANDREW C. ARQUETTE

Title: CFO

SCHEDULE A

CERTAIN INTELLECTUAL PROPERTY RIGHTS

Title	Patent Application No.	Country of Filing	Filing Date	Attorney Docket No.
Liquid Food Dispenser System and Method	U.S. Provisional Application No. 60/819,178	United States	July 7, 2006	HRP-001P
Liquid Food Dispenser System and Method	U.S. Provisional Application No. 60/912,626	United States	April 18, 2007	HRP-002P
Liquid Food Dispenser System and Method	PCT Application No. PCT/US07/15663	PCT	July 6, 2007	HRP-002PCT
Liquid Food Dispenser System and Method	U.S. Patent Application No. 12/307,723	United States	January 6, 2009	HRP-002
Liquid Food Dispenser System and Method	Canada Patent Application No. 2,656,708	Canada	December 30, 2008	HRP-002CA
Liquid Food Dispenser System and Method	Japanese Patent Application No. 2009-518396	Japan	January 6, 2009	HRP-002JP