

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Dairy Holdings, LP		03/15/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	201 South College Street
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2868430	KENTUCKY FARMS
Registration Number:	2909567	FRESHLOK
Serial Number:	76629057	COW-AOKE
Serial Number:	76629018	COWISTHENICS
Serial Number:	76626452	MOOVANA
Serial Number:	76629059	SOL T
Serial Number:	76629017	SOL T 20
Serial Number:	76626457	YOTOPIA

CORRESPONDENCE DATA

Fax Number: (704)353-3854
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704 331 5792
 Email: gjones@kennedycovington.com

OP \$215.00 2868430

Correspondent Name: Karl S. Sawyer Jr., Esq.
Address Line 1: 214 N. Tryon Street
Address Line 2: Hearst Tower - 47th Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	GeoRene Jones, TM Paralegal
Signature:	/GeoRene Jones/
Date:	04/12/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of March 15, 2005 by and between NATIONAL DAIRY HOLDINGS, LP, a Delaware limited partnership (the "Grantor"), having its chief executive office at 3811 Turtle Creek Blvd., Suite 1300 Dallas, TX 75219, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, CP-8, Charlotte, North Carolina 28288-0680, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Fourth Amended and Restated Credit Agreement dated as of March 15, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among National Dairy Holdings, LP (the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Second Amended and Restated Collateral Agreement dated as of March 15, 2005 by and among the Borrower, certain Subsidiaries of the Borrower, Dairy Management LLC and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

NATIONAL DAIRY HOLDINGS, LP
By: Dairy Management LLC, its sole general partner

By: Frederick J. Fowler
Name: Frederick J. Fowler
Title: Executive Vice President and General Counsel

ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Dallas

I, Susan Wardlow, a Notary Public for said County and State, do hereby certify that Frederick J. Fowler personally appeared before me this day and stated that (s)he is EVP + Gen. Counsel of Dairy Management LLC, the sole general partner of National Dairy Holdings, LP and acknowledged, for and on behalf of said limited partnership and limited liability company the due execution of the foregoing instrument.

Witness my hand and official seal, this 15th day of March, 2005.

Susan Wardlow
Notary Public

My commission expires:

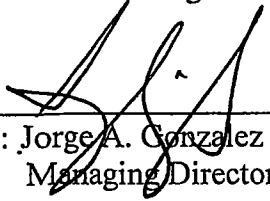
5-22-08



[Signature Pages Continue]

Agreed and Accepted as of the
15th day of March, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Jorge A. Gonzalez
Title: Managing Director

Schedule A to Trademark Security Agreement

Trademarks

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal Due</u>
KENTUCKY FARMS	2,868,430	08/03/04	08/03/14
FRESHLOK	2,909,567	12/14/04	12/14/14

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
COW-AOKE	76/629,057	01/24/05
COWISTHENICS	76/629,018	01/24/05
MOOVANA	76/626,452	12/29/04
SOL T	76/629,059	01/24/05
SOLT 2O	76/629,017	01/24/05
YOTOPIA	76/626,457	12/29/04

Schedule B to Trademark Security Agreement

None

2311486.02
LIB: CHARLOTTE

RECORDED: 04/12/2005

TRADEMARK
REEL: 003065 FRAME: 0135