

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTH LAWRENCE DAIRY, INC.	FORMERLY Coolbrands Dairy, Inc.	02/29/2008	CORPORATION: DELAWARE
THE YOFARM COMPANY		02/29/2008	CORPORATION: DELAWARE
YOHO II IP SUB, LLC		02/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
YOGURT HOLDINGS II, INC.		02/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ABLECO FINANCE LLC		
Street Address:	299 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3299713	PROBIOTIC PLUS	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-683-5698		
Email:	minettetayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	45140.00178		
NAME OF SUBMITTER:	Minette M. Tayco		

CH \$40.00 3299713

Signature:	/Minette M. Tayco/
Date:	03/03/2008
Total Attachments: 4 source=Ableco_Coolbrands - Fully Executed Amendment Number One to Trademark Security Agreement#page1.tif source=Ableco_Coolbrands - Fully Executed Amendment Number One to Trademark Security Agreement#page2.tif source=Ableco_Coolbrands - Fully Executed Amendment Number One to Trademark Security Agreement#page3.tif source=Ableco_Coolbrands - Fully Executed Amendment Number One to Trademark Security Agreement#page4.tif	

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of February 29, 2008 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of January 30, 2007 (the "Trademark Security Agreement"), among the Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and ABLECO FINANCE LLC, a Delaware limited liability company ("Ableco"), in its capacity as collateral agent for the Lender Group (together with its successors, if any, in such capacity, "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Grantors and Collateral Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Collateral Agent hereby agree that the Trademarks listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Grantors hereby: (a) reaffirm all prior grants of security interests in favor of Collateral Agent in all of Grantors' right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grant, assign, transfer, and convey to Collateral Agent continuing security interests in all of Grantors' right, title, and interest in, to, and under the Trademarks identified on Schedule 1 attached hereto; (c) represent and warrant that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agree that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

NORTH LAWRENCE DAIRY, INC. (formerly known as Coolbrands Dairy, Inc.), a Delaware corporation

By: Steven Purcell
Name: STEVEN PURCELL
Title: TREASURER

THE YOFARM COMPANY,
a Delaware corporation

By: Steven Purcell
Name: _____
Title: VP

YOHO II IP SUB, LLC,
a Delaware limited liability company

By: Yogurt Holdings II, Inc., its Sole Member

By: Steven Purcell
Name: _____
Title: VP

YOGURT HOLDINGS II, INC.,
a Delaware corporation

By: Steven Purcell
Name: _____
Title: VP

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT]

COLLATERAL AGENT:

ABLECO FINANCE LLC, a Delaware limited liability company

By: _____

Name: KEVIN P. GENDA

Title: VICE CHAIRMAN

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARKS

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
YOHO II IP SUB, LLC	USA	PROBIOTIC PLUS	3,299,713	9/25/07

LEGAL_US_W # 56433078.5