

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Road 600 Co., L.L.C.		06/01/2012	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	Northern Agri Business Acquisitions LLC		
Street Address:	320 West Hermosa Street		
City:	Artesia		
State/Country:	NEW MEXICO		
Postal Code:	88210		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3132121		
Registration Number:	3119616	COWTOBERFEST	
Registration Number:	2949758	FAIR OAKS DAIRY ADVENTURE	
CORRESPONDENCE DATA			
Fax Number:	9413663999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	941-364-2738		
Email:	dcherry@slk-law.com		
Correspondent Name:	Douglas A. Cherry		
Address Line 1:	240 South Pineapple Avenue		
Address Line 4:	Sarasota, FLORIDA 34236		
ATTORNEY DOCKET NUMBER:	S34740-139974		
NAME OF SUBMITTER:	Douglas A. Cherry		

OP \$90.00 3132121

Signature:	/doug cherry/
Date:	09/10/2012
Total Attachments: 9 source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page1.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page2.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page3.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page4.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page5.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page6.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page7.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page8.tif source=IP TRANSFER AGREEMENT TO NORTHERN AGRI- Executed#page9.tif	

IP TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT (the "IP Agreement") is dated as of June 1, 2012, between FAIR OAKS DAIRY FARM, L.L.C., HERREMA DAIRY, LLC, HIDDEN VIEW DAIRY, LLC, BOS DAIRY, LLC, WINDY RIDGE DAIRY, LLC, NEWBERRY FARMS, LLC, ROAD 600 CO., L.L.C., and FAIR OAKS DAIRY PRODUCTS, L.L.C., each an Indiana limited liability company, MICHAEL J. McCLOSKEY, an individual, and T & M LIMITED PARTNERSHIP, an Indiana limited partnership (individually "Assignor" and collectively "Assignors") and NORTHERN AGRI BUSINESS ACQUISITIONS LLC ("Assignee").

Background

1. One or more Assignors own the following Internet domain name (the "Domain Name"):

<http://www.fofarms.com/>

2. Assignors individually or collectively are the owner of the trademarks ("the Marks"), applications, registrations and other intellectual property ("the Property") as described in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the products or services on which the Mark is used ("the Products").

3. Assignors individually or collectively own copyrights (the "Copyrights") in the website and content associated with the Domain Name and its subpages. The Copyrights include the following:

All source code, object code, webpages, user accounts, banners, design elements, advertisements, work products, logos, content, information, artwork, graphics, concepts, images, trademarks, service marks, passwords, photographs, texts and other pictorial and graphic works, including any changes or modifications, related to these in relation to the website and servers associated with the Domain Name, including any future revisions, changes, enhancements and derivative works the "Works"). Works may include any common law rights as well as any registrations and copyright applications, and any renewals and extensions thereof.

4. Assignors individually or collectively have rights in the name "Fair Oaks" in conjunction with other words which have common law and statutory rights. These are found in company names and other labeling ("Fair Oaks Rights").
5. Assignee desires to acquire all of Assignor's right, title and interest to the Domain Name, Marks, Property, Copyrights, Works, and Fair Oaks Rights.
6. Accordingly, Assignor and Assignee enter into this IP Transfer Agreement.

Agreement

1. **Domain Name/Social Media.** Assignors, individually and collectively, assign to Assignee all right, title and interest in and to the registrations for the Domain Name, along with all related directories, user pages and content. Assignors shall take all actions reasonably requested by Assignee to effectuate the assignment conducting online transactions, unlocking domain names where necessary, forwarding all passwords and transfer codes to Assignee, and assisting with the transfer procedures required by the applicable registrars and registrants to convey control of the Domain Name from Assignors to Assignee pursuant to this IP Agreement. Assignors shall act diligently to effectuate the assignment. Such assignment includes the transfer of all social media related to Fair Oaks Farms owned by Assignors to Assignee, including but not limited to Facebook and Twitter accounts.
2. **Trademarks.** Assignors, individually and collectively, assign to Assignee, its successors and assigns, all right, title and interest of whatever kind in and to all the Marks and the Property together with (1) the goodwill of the business relating to the Products in respect upon which the Marks are used and for which it is registered: (2) all income, royalties, and damages hereafter due or payable to Assignors with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks: and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.
3. **Copyright.** Assignors, individually and collectively, assign to Assignee, its successors and assigns, in perpetuity, all right, title and interest in and to the Copyrights and the Works. The Works are Assignee's property, solely and completely, and Assignee may alter, enhance or modify the Works at its sole discretion. Assignee and its designees have the right to grant use of the Works for any and all purposes. Assignors will not be entitled to any further payments for any such uses. Within ten days following execution of this IP Agreement, Assignors will transfer all materials embodying the Works, including all electronic files or design files, in their native format or other format that allows for future use and modification, to Assignee on a CD-ROM or DVD-ROM.
4. **Fair Oaks Rights.** Assignors, individually and collectively, assign to Assignee, its successors and assigns, in perpetuity, all right, title and interest in and to the use of the words FAIR OAKS, FAIR OAKS FARMS and derivatives. Assignors will cease using such names and take steps immediately to change any corporate or company names, signs, stationery, websites and other places where such names are portrayed. Assignors also agree for themselves and for their successors and assigns to not use the words FAIR OAKS or FAIR OAKS FARMS in any company or other entity name or market under that name, to own, to be employed by, to manage, or to be an officer or director of any company which uses such name.
5. **Blanket Transfer.** It is the intent of this agreement to transfer all intellectual property described herein including marks, domain names, works, and other property not specified but owned or possessed by the Assignors. In the event that such property is discovered, Assignors agree to Assignee, its successors and assigns, to cooperate fully to incorporate such property into this Assignment even if such is discovered after the effective date.
6. **Warranties and Representations.** Assignors individually and collectively warrant that:

- (a) Each of the Marks are valid and enforceable.
- (b) No claim has been made to the Assignors or, to Assignors' knowledge, to any other person, that use of the Domain Name, Marks, Property, Copyrights, Fair Oaks Rights or Works does or may violate the rights of any third person, and no claim has been made by the Assignors that any other person is infringing upon the rights of the Assignors under the Marks, Copyrights, Fair Oaks Rights, or Works.
- (c) Assignors individually and collectively have has the unqualified right to enter into this Assignment and perform its terms.
- (d) Assignors individually and collectively are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Domain Name, Marks, Copyrights, Fair Oaks Rights, and Works. Each of them is free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by Assignors individually and collectively not to sue third persons.
- (e) To the extent any third-party materials are included in the Works, Assignors' assignment of such Works will not be in conflict with any third-party license requirements and will satisfy all conditions on use, modification, or distribution of any third-party materials without the need for Assignee to pay any additional, unanticipated action or license fees.
- (f) Assignors individually and collectively shall authorize, execute, and deliver to Assignee all documents that Assignee reasonably requires to facilitate the purposes of this Assignment.
- (g) Assignors individually and collectively shall, at any time upon reasonable request, communicate to Assignee, its successors and assigns, any facts relating to the Domain Names, Marks, Property, Copyrights, and Works, or their history as may be known to Assignors or their officers, employees and agents, and cause such officers, employees and agents to testify as to them in any infringement or other litigation at Assignee's request .
- (i) Assignors individually and collectively will identify and notify Assignee of any registrations or applications related to the Trademarks, Copyrights, or Works.

7. Indemnification. Assignors individually and collectively shall defend, indemnify, and hold harmless Assignee and its affiliated companies and the directors, officers, employees, and agents of each of them, against all claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) that Assignee may suffer or incur arising out of or in connection with any claim related to Assignors' breach of this IP Agreement or that Assignee's use of the Domain Names, Marks, Property Copyrights or Works infringes or violates any patent, copyright, trade secret, trademark, or other third-party intellectual property right. If Assignee is enjoined from using any part of the Works, Assignors shall promptly, at their expense (including, but not limited to the payment of any royalties occasioned by the following) either (i) provide Assignee a non-infringing means of using the Works, or (ii) negotiate and procure for Assignee the right to use the Works without restriction.

8. Miscellaneous. This IP Agreement is executed as part of the transaction related to Assignee's purchase of membership interests and assets pursuant to the Membership Interest and Asset Option and Purchase Agreement (the "Agreement"), under which has been executed by the parties thereto. Any terms and conditions not contained in this IP Agreement shall be governed by the terms and conditions in the Agreement.

[Signatures follow]

SIGNATURES

ASSIGNORS:

**FAIR OAKS DAIRY PRODUCTS,
L.L.C.**

By: _____
Its: _____

FAIR OAKS DAIRY FARM, L.L.C.

By: _____
Its: _____

HERREMA DAIRY, LLC

By: _____
Its: _____

HIDDEN VIEW DAIRY, LLC

By: _____
Its: _____

BOS DAIRY, LLC

By: _____
Its: _____

WINDY RIDGE DAIRY, LLC

By: _____
Its: _____

NEWBERRY FARMS, LLC

By: _____
Its: _____

MICHAEL J. McCLOSKEY

T & M LIMITED PARTNERSHIP

By: **Bos Family Farms, Inc.**
General Partner

By: _____
Its: _____

ROAD 600 CO., L.L.C.

By: _____
Its: _____

ASSIGNEE:

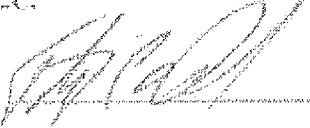
**NORTHERN AGRI BUSINESS
ACQUISITIONS LLC**

By:  _____

SIGNATURES

ASSIGNORS:


FAIR OAKS DAIRY PRODUCTS,
L.L.C.

By: 
Its: _____

FAIR OAKS DAIRY FARM, L.L.C.

By: 
Its: _____


HERREMA DAIRY, LLC

By: 
Its: ~~MEMBER~~
MEMBER

HIDDEN VIEW DAIRY, LLC

By: 
Its: ~~MEMBER~~ MANAGER

BOS DAIRY, LLC

By: 
Its: ~~MEMBER~~ MANAGER

WINDY RIDGE DAIRY, LLC

By: _____
Its: _____

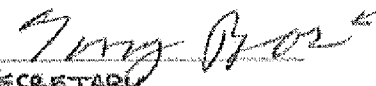
NEWBERRY FARMS, LLC

By: _____
Its: _____

MICHAEL J. McCLOSKEY

T & M LIMITED PARTNERSHIP

By: Bos Family Farms, Inc.
General Partner

By: 
Its: ~~SECRETARY~~

ROAD 600 CO., L.L.C.

By: _____
Its: _____

ASSIGNEE:

NORTHERN AGRICULTURE BUSINESS
ACQUISITIONS LLC

By: _____

SIGNATURES

ASSIGNORS:

FAIR OAKS DAIRY PRODUCTS, L.L.C.

By: [Signature]
Its: _____

FAIR OAKS DAIRY FARM, L.L.C.

By: [Signature]
Its: _____

HERREMA DAIRY, LLC

By: _____
Its: _____

HIDDEN VIEW DAIRY, LLC

By: _____
Its: _____

BOS DAIRY, LLC

By: _____
Its: _____

WINDY RIDGE DAIRY, LLC

By: [Signature]
Its: SOLE MEMBER / MANAGER

NEWBERRY FARMS, LLC

By: [Signature]
Its: MEMBER / MANAGER

MICHAEL J. McCLOSKEY

T & M LIMITED PARTNERSHIP

By: Bos Family Farms, Inc.
General Partner

By: _____
Its: _____

ROAD 600 CO., L.L.C.

By: [Signature]
Its: SECRETARY




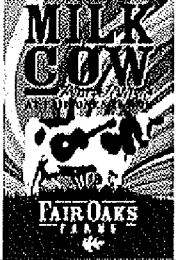
ASSIGNEE:

NORTHERN AGRI BUSINESS ACQUISITIONS LLC



By: _____

EXHIBIT A

TRADEMARK APPLICATIONS

Owner	Mark	Serial #	Filing Date
Fair Oaks Dairy Products, LLC	FAIR OAKS FARMS	85/457,481	10/27/2011
Fair Oaks Dairy Products, LLC	FAIR OAKS FARMS	85/457,477	10/27/2011
Fair Oaks Dairy Products, LLC	FAIR OAKS FARMS	85/457,488	10/27/2011
Fair Oaks Dairy Products, LLC	FAIR OAKS FARMS 	85/448,722	10/17/2011
Fair Oaks Dairy Products, LLC	FAIR OAKS FARMS 	85/448,713	10/17/2011
Fair Oaks Dairy Products, LLC	FAIR OAKS FARMS 	85/448,716	10/17/2011
Fair Oaks Dairy Products, LLC	Milk Cow Blues Festival At Fair Oaks Farms Fair Oaks Farms 	85/390,942	08/05/2011
Fair Oaks Dairy Products, LLC	MILK COW BLUES FESTIVAL	85/390,483	08/05/2011
Fair Oaks Dairy Products, LLC	MILK COW MUSIC FESTIVAL	85/432,590	09/27/2011

TRADEMARK REGISTRATIONS

Owner	Mark	Serial #	Reg. #	Reg. Date
Fair Oaks Dairy Products, LLC	THE GREEN GATE GARDEN	85/413,204	4,115,035	03/20/2012
Fair Oaks Dairy Products, LLC	Fair Oaks Farms 	78/578,183	3,138,185	09/05/2006
Road 600 Co., L.L.C.	Fair Oaks Dairy Adventure	78/180,795	2,949,758	05/10/2005
Road 600 Co., L.L.C.	(Design only)  *Ms. Cowhoun*	78/571,947	3,132,121	08/22/2006
Road 600 Co., L.L.C.	Cowtoberfest	78/571,614	3,119,616	07/25/2006