

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
Select Milk Producers, Inc.		06/19/2006	agricultural cooperative: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	5001 LBJ Freeway		
Internal Address:	Suite 1050		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3083270	DESIGNER	
CORRESPONDENCE DATA			
Fax Number:	(404)685-5231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 815-2231		
Email:	heatherskinner@paulhastings.com		
Correspondent Name:	Heather Skinner		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Suite 2400		
Address Line 4:	Atlanta, GEORGIA 30308-2222		
ATTORNEY DOCKET NUMBER:	33426.00026		
NAME OF SUBMITTER:	Chris D. Molen, Esq.		
Signature:	/cdm/		

CH \$40.00 3083270

Date:

07/10/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of June, 2006, between SELECT MILK PRODUCERS, INC., a New Mexico agricultural cooperative ("Borrower"), and WACHOVIA BANK, NATIONAL ASSOCIATION (together with its successors and assigns, "Bank").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") between Borrower and Bank, Bank is willing to make certain financial accommodations available to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan and Security Agreement, Borrower are required to execute and deliver to Bank, for its benefit, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Loan and Security Agreement. In addition to those terms defined elsewhere in this Trademark Security Agreement, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

(a) "Intellectual Property" means any and all Intellectual Property Licenses, patents, copyrights, Trademarks, the goodwill associated with such trademarks, trade secrets and customer lists.

(b) "Intellectual Property Licenses" means rights under or interest in any patent, Trademark, copyright or other intellectual property, including software license agreements with any other party, whether Borrower is a licensee or licensor under such license agreement, and the right to use the foregoing in connection with the enforcement of Bank's rights under the Loan Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by Borrower and now or hereafter covered by such licenses.

(c) "Trademarks" means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past,

present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Borrower hereby grants to Bank a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I attached hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Bank pursuant to the Loan and Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Borrower shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any Trademark registration. Without limiting Borrower's obligations under this Section 4, Borrower hereby authorizes Bank unilaterally to modify this Agreement by amending Schedule I attached hereto to include any such new Trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I attached hereto shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I attached hereto.

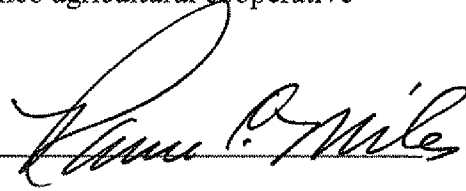
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SELECT MILK PRODUCERS, INC., a New Mexico agricultural cooperative

By: 

Name: RANCE C. MILES

Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SELECT MILK PRODUCERS, INC., a New Mexico agricultural cooperative

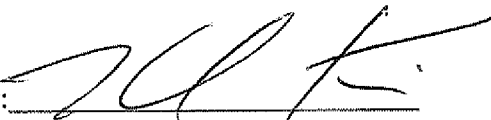
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WACHOVIA BANK, NATIONAL ASSOCIATION

By:  _____

Name: Howard Kim

Title: Managing Director

Schedule I to Trademark Security Agreement

Trademarks

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
Designer	308 3270	April 18, 2006