

MIA 9-18-98 REC

09-21-1998



SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Pa

100870195

ached original documents or copy thereof.

1. Name of conveying party(ies):

Barber Dairies, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - Alabama, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: August 11, 1998

2. Name and address of receiving party(ies)

Name: BDI Acquisition Co. Internal Address: Street Address: 3600 North River Road City: Franklin Park State: IL ZIP: 60707

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75-137784 74-573017 74-573023

B. Trademark Registration No.(s)

1,232,915 1,228,626 1,232,914 2,138,278 1,540,694

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lynn B. Wisser Internal Address: Dean Foods Company Street Address: 3600 N. River Road

09/21/1998 DNGUYEN 00000218 1232915

01 FC:481 40.00 DP 02 FC:309 Franklin Park SEP 20 1998 ZIP: 60707

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Fee ok

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lynn B. Wisser Name of Person Signing

Lynn B Wisser Signature

9-16-98 Date

Total number of pages including cover sheet, attachments, and document: 5

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Barber Dairies, Inc. ("Assignor"), is the owner of all right, title and interest in and to the trade names or marks described on Exhibit A attached hereto and incorporated herein (the "Names and Marks"); and

WHEREAS, Assignor has made application to the United States Patent and Trademark Office to register certain of the marks described on Exhibit A on the Principal Register of the United States Patent and Trademark Office, based upon its *bona fide* intention to use said marks in interstate commerce (the "Applications"); and

WHEREAS, BDI Acquisition Co. ("Assignee") is desirous of acquiring the entire interest of Assignor in and to the Names and Marks and the Applications; and

WHEREAS, Assignee has acquired the assets and certain liabilities of the business of Assignor which are used in the operation of the Assignor's business and is a successor to the business of Assignor to which the Names and Marks and Applications pertain for purposes of 15 U.S.C. § 1060;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents does sell, assign and transfer unto Assignee all of its right, title and interest in and to the Names and Marks and the Applications, together with the goodwill of the business symbolized by such Names and Marks, and the Applications (and when issued the registration) of marks which are the subject of the Applications, as may be applicable, the same to be held and enjoyed by Assignee, for its own use and benefit and that of its successors, assigns and legal representatives, together with all claims for damages by reason of past infringement of said marks, with the right to sue for and collect the same for its own use and for the use of its successors, assigns or other legal representatives. Assignor hereby covenants and warrants that there has been no abandonment of such Names and Marks or Applications, and to the best knowledge of Assignor, there have been no allegations, claims or information that his use of such Names and Marks have infringed upon the rights of another; and Assignor does hereby covenant and agree with the Assignee to execute and deliver such other and further instruments and to take such other and further actions as may be necessary or appropriate to transfer said Names and Marks, Applications, claims for damages by reason of past infringement, and right to sue and collect therefor to Assignee.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by and through its duly authorized officer or agent at Birmingham, Alabama this 11<sup>th</sup> day of August, 1998.

BARBER DAIRIES, INC.

By: *George W. Barber, Jr.*  
Its: Chairman of the Board

STATE OF Alabama )  
 )  
Jefferson COUNTY )

I, the undersigned, a notary public in and for said county in said state, hereby certify that George W. Barber, Jr., whose name as Chairman of the Board of Barber Dairies, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11<sup>th</sup> day of August, 1998.

*Edith A. Bell*  
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/25/99

## Barber Dairies, Inc. Trademarks (Applications, Registrations, Licenses)

Client	Jurisdiction	Trademark	Class	First Use	Interstate	Appl Filed	App Serial #	Published	Reg #	Reg Date
Barber Dairies, Inc.	Alabama	Pro-Teen	29	07/07/1975	07/07/1975				100814	03/09/1981
Barber Dairies, Inc.	Alabama	Golden Glow	29	04/15/1980	04/15/1980				105831	10/25/1993
Barber Dairies, Inc.	Alabama	Barber's and design	29	07/07/1955	07/07/1955				100177	01/22/1981
Barber Dairies, Inc.	Alabama	Puretest and design	29	07/07/1936	07/07/1936				100818	01/22/1981
Barber Dairies, Inc.	Alabama	Light Style and design	29	03/09/1973	03/09/1973				100666	03/09/1981
Barber Dairies, Inc.	Alabama	The Good Taste You Can Trust	29	01/12/1981	01/12/1981				100513	03/09/1981
Barber Dairies, Inc.	Florida	Golden Glow	29	04/15/1980	04/15/1980				193000001320	11/08/1993
Barber Dairies, Inc.	Mississippi	Golden Glow	29	04/15/1980	04/15/1980				931025	10/25/1993
Barber Dairies, Inc.	USA	Calcium Plus	29						1540694	05/23/1989
Barber Dairies, Inc.	USA	A.M. Extra	29			09/13/1994	74573023	07/18/1995		
Barber Dairies, Inc.	USA	Vintage Gourmet	30	06/15/1996	06/15/1996	07/05/1996	757130487	12/02/1997	2,138,278	02/24/1998
Barber Dairies, Inc.	USA	Bella Boys	30			07/22/1996	75-137,784	05/06/1997		
Barber Dairies, Inc.	USA	Bettermilk and design	39			09/13/1994	74573017	10/15/1996		
Barber Dairies, Inc.	USA	Barber's and design	Intl. Class 29, 30, 32	01/01/1938	01/01/1938	04/30/1981	73-308,264		1232913	03/29/1983
Barber Dairies, Inc.	USA	Barber's Puretest Milk Ice Cream and design	Intl. Class 29, 30	07/07/1936	07/07/1936	04/30/1981	73-308,263	01/04/1983	1232914	03/29/1983
Barber Dairies, Inc.	USA	Light Style and design	US Class 46 and Int'l Class 29						1228626	02/22/1983