

RECORDATION  
TRADE

10-30-1998

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To the Honorable Commissioner of Patents and Tradem

100866726

uments or copy thereof.

1. Name of conveying party(ies):

MRD  
10-22-98  
Randolph Pickle Corporation  
4401 W. 44th Place  
Chicago, IL 60632

- Individual(s)
- General Partnership
- Corporation-State - Illinois
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: May 18, 1998

2. Name and address of receiving party(es)

Name: Dean Foods Company

Internal Address: \_\_\_\_\_

Street Address: 3600 N. River Road

City: Franklin Park State: IL ZIP: 60131

- 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)

B. Trademark Registration No.(s)

10/29/1998 SURNS 00000209 74039509

1,642,932                      1,059,439  
1,322,380                      1,025,340

01 FC:481                      40.00 OP  
02 FC:482                      75.00 OP

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

City: Franklin Park State: IL ZIP: 60131

6. Total number of applications and registrations involved: \_\_\_\_\_

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7. Total fee (37 CFR 3.41).....\$ 115.00

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

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

10/5/98

Date

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

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Randolph Pickle Corporation, a corporation organized and existing under the laws of the State of Illinois, ("Assignor") is the owner of the entire right, title and interest in the trademarks and related trademark applications set forth in Schedule A attached hereto and incorporated herein; and

WHEREAS, Dean Foods Company, a company organized and existing under the laws of the State of Delaware, ("Assignee") desires to acquire all right, title and interest in the trademarks and related trademark applications set forth in Schedule A, together with that portion of the goodwill of the business associated therewith.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR by this instrument does hereby sell, assign, transfer and set over to ASSIGNEE, and its successors and assigns, as of the date set forth below, the entire right, title and interest owned by ASSIGNOR in and to the trademarks set forth in Schedule A attached hereto and incorporated herein together with that portion of the goodwill of its business associated therewith and all federal registrations, state registrations and pending applications therefor, and all claims for past damages by reason of infringement of said trademarks and with the right to sue for and collect the same for ASSIGNEE's own benefit and for the benefit of its successors, assigns and other legal representatives.

And ASSIGNOR does hereby covenant and agree, for itself and its successors and assigns, that it will execute and deliver to ASSIGNEE, without expense to itself, any and all additional documents and perform any further acts necessary to vest in ASSIGNEE the rights hereby conveyed.

IN TESTIMONY WHEREFORE, ASSIGNOR has caused this instrument to be signed by its duly authorized officer as shown below.

RANDOLPH PICKLE CORPORATION

By: Gary A. Newman  
Name: Gary A. Newman  
Title: President

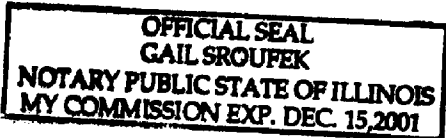
Dated: May 18, 1998

State of Illinois )  
County of Cook )

SUBSCRIBED & SWORN TO

before me this 18th day  
of May 1998

Gail Sroufek  
Notary Public  
My Commission expires: \_\_\_\_\_



**SCHEDULE A****U.S. TRADEMARKS**

<b>MARK</b>	<b>CLASS NO.</b>	<b>SERIAL NO. / FILING DATE</b>	<b>REG. NO. / REG. DATE</b>	<b>GOODS</b>
<b>SCHWARTZ'S</b>	<b>29</b>	<b>74-039,509 3/19/1990</b>	<b>1,642,932 4/30/1991</b>	<b>SAUERKRAUT</b>
<b>SCHWARTZ'S</b>	<b>29</b>	<b>416,850 3/11/1983</b>	<b>1,322,380 2/26/1985</b>	<b>PICKLES</b>
<b>SCHWARTZ'S PICKLE BARREL</b>	<b>29</b>	<b>73-037,344 11/18/1974</b>	<b>1,059,439 2/15/1977</b>	<b>PICKLES</b>
<b>PICADILLY</b>	<b>29</b>	<b>73-037,343 11/18/1974</b>	<b>1,025,340 11/18/1975</b>	<b>PICKLES AND SAUERKRAUT</b>

**STATE TRADEMARK**

<b>MARK</b>	<b>STATE</b>	<b>CLASS NO.</b>	<b>REG. NO. / REG. DATE</b>	<b>GOODS</b>
<b>SCHWARTZ'S</b>	<b>ILLINOIS</b>	<b>29</b>	<b>52,715 7/3/1993</b>	<b>PICKLES</b>