

05-25-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name RICHARD C. THOMPSON

3/4/99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name THOMPSON BEVERAGE ACQUISITION CORPORATION

DBA/AKATA

Composed of

Address (line 1) 2515 MCKINNEY AVENUE, SUITE 1200

Address (line 2)

Address (line 3) DALLAS

TEXAS

75201

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/25/1999 DMUYEN 00000090 500785 74676601

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 250.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001900 FRAME: 0895

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="74/676,601"/>	<input type="text" value="74/689,546"/>	<input type="text" value="74/689,547"/>	<input type="text" value="1,863,289"/>	<input type="text" value="1,982,881"/>	<input type="text" value="2,031,234"/>
<input type="text" value="75/257,239"/>	<input type="text" value="75/306,014"/>	<input type="text" value="75/649,704"/>	<input type="text" value="2,074,156"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/627,342"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

BRIDGET GRIFFIN JOHNSON

Name of Person Signing

*Bridget Griffin Johnson*  
Signature

5/7/99

Date Signed

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into as of March 4, 1999, between Richard C. Thompson ("Seller") and Thompson Beverage Acquisition Corporation ("Buyer").

WHEREAS, Seller, Thompson Beverage Systems, Inc., Thompson Beverage Systems, L.P., Buyer and Suiza Foods Corporation, Buyer's corporate parent, are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), providing for the transfer of substantially all of the assets of Seller, Thompson Beverage Systems, Inc. and Thompson Beverage Systems, L.P.; and

WHEREAS, Seller and Buyer wish to enter into this Assignment so that Buyer may acquire all of Seller' right, title and interest in and to the trademarks and associated goodwill set forth on the attached Schedule A (the "Marks");

NOW, THEREFORE, in consideration of the execution of this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Seller does hereby sell, transfer and convey to Buyer all right, title and interest of Seller in and to the Marks, together with the goodwill of the business symbolized by the Marks, the registrations thereof, and including any common law rights in such Marks arising out of the use thereof, free and clear of all liabilities, liens, encumbrances, claims and other restrictions; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Seller has or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Buyer, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

2. Seller hereby agrees that Seller shall from time to time, execute all such instruments and take all such other actions as Buyer shall reasonably request in connection with effectuating the intent and purposes of, and all transactions and things contemplated by, this Assignment, including, any and all actions which may reasonably be necessary or desirable to complete this Assignment.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the conflict of laws rules thereof.

4. This Assignment may be executed in two or more counterparts.

5. Nothing contained in this Assignment will be deemed to supersede, modify, limit or amend any of their rights or obligations of Seller or Buyer under the Agreement.

IN WITNESS WHEREOF, this Assignment is duly executed in a manner appropriate thereto to be effective as of the date first set forth above.

THOMPSON BEVERAGE ACQUISITION CORPORATION

By: Michelle P. Goolsby  
Name: Michelle P. Goolsby  
Title: V.P. & SECRETARY

Richard C. Thompson  
Richard C. Thompson

**ACKNOWLEDGMENT**

THE STATE OF NEW YORK §  
§  
COUNTY OF NEW YORK §

Before me, MAUREEN S. GARGIULO, the undersigned Notary Public on this day personally appeared Richard C. Thompson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4th day of March, 1999.

Maureen S. Gargiulo  
Notary Public, State of NEW YORK

Printed Name: MAUREEN S. GARGIULO

My Commission Expires:

1/22/2001

**MAUREEN S. GARGIULO**  
**Notary Public, State of New York**  
**No. 4977008**  
**Qualified in New York County**  
**Commission Expires Jan 22, 20 01**

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

SS.:

Before me, TINA M KOPANICA, the undersigned Notary Public on this day personally appeared Michelle P. Galsby, VP & Secretary of Thompson Beverage Acquisition Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same on behalf of said corporation for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5<sup>th</sup> day of March, 1999.

Tina M Kopanica  
Notary Public, State of Texas

Printed Name: TINA M KOPANICA



[NOTARIAL SEAL]

Schedule A

**U.S. TRADEMARK PROPERTIES HELD BY RICHARD C. THOMPSON  
AS THE ASSIGNEE OF THOMPSON BEVERAGE SYSTEMS, INC.  
(ASSIGNMENT RECORDED IN U.S. PTO ON JULY 29, 1998, REEL 1772, FRAME 0419)**

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>REG. NO.</u>	<u>ISSUED</u>	<u>RENEWAL</u>
MILK IT	74/406,518	06-28-93	1,863,289	11-15-94	5-yr use decl. due 11-15-1999/2000; DOCKET NO. 22562
MILK-IT AND DESIGN	74/489,385	02-14-94	1,982,881	06-25-96	5-yr use decl. due 06-25-2001/02; DOCKET NO. 22869
SPILLGUARD	74/727,647	09-11-95	2,031,234	01-14-97	5-yr use decl. due 01-14-2002/03; DOCKET NO. 24096
YOG-IT	74/513,716	04-18-94	2,074,156	06-24-97	5-yr use decl. due 06-25-2002/03; DOCKET NO. 22949
CHILL-IT <sup>TM</sup>	74/676,601	05-16-95			STATEMENT OF USE DUE 08-25- 1999; DOCKET NO. 23697
CHILL-IT <sup>SM</sup>	74/689,546	06-14-95			Stmt of Use due 05-18-99; DOCKET NO. 23798
CHILL-IT KIDS KOOLING STATION	74/689,547	06-14-95			STATEMENT OF USE DUE 07-21- 1999; DOCKET NO. 23799

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>REG. NO.</u>	<u>ISSUED</u>	<u>RENEWAL</u>
WATER WORKS	75/257,239	03-14-97			Suspended – review 11-05-98; DOCKET NO. 25619
SQUISH PAK	75/306,014	06-10-97			Allowed 01-05- 1999; Stmt of use due 07-05-1999; DOCKET NO. 25821
MOO JUICE	74/406,021	06-28-93			ABANDONED; DOCKET NO. 22563

**U.S. TRADEMARK PROPERTY HELD BY RICHARD C. THOMPSON**

January 27, 1999

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILED</u>	<u>REG. NO.</u>	<u>ISSUED</u>	<u>RENEWAL</u>
SQUISHY DESIGN	75/649,704	3/1/99			Docket 26983
SQUISHY	Serial No. 75/627342	1/25/99			Containers for beverages in Int'l Class 021; Milk and Yogurt in Int'l Class 029; and soft drinks, fruit drinks and bottled water in Inter'l Class 032; Docket 27029