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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



06-01-2000

U.S. Patent & TMO's/TM Mail Rpt Dt. #39

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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  
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#### Conveyance Type

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

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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

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.)

07/17/2000 DMSUYEN 00000047 500785 1074677

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**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,074,677"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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 G. JOHNSON  
Name of Person Signing

*Bridget G Johnson*  
Signature

6/1/00  
Date Signed



## ASSIGNMENT AND ASSUMPTION AGREEMENT

06-01-2000

U.S. Patent & TMO/c/TM Mail Rpt Dt. #39

This Assignment and Assumption Agreement (the "Assignment") is made as of July 31, 1999 by Adohr Farms LLC, a Delaware limited liability company ("Adohr"), and Suiza SoCal, LLC, a Delaware limited liability company ("Suiza SoCal"). Adohr, the Suiza Parents, Swiss, DFA, Mid-Am, Stremick and Malone have entered into a Contribution Agreement, Plan of Merger and Purchase Agreement (the "Contribution Agreement"), dated as of July 30, 1999. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Contribution Agreement.

The Contribution Agreement provides, among other things, for the contribution by Adohr to Suiza SoCal of certain assets associated with Adohr's Milk Business. This Assignment is made and delivered in accordance with, and as additional documentation of, the Contribution Agreement, and to effect the transfer by Adohr to Suiza SoCal of the Milk Business.

BY THIS INSTRUMENT, pursuant to the Contribution Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Adohr sells, conveys, assigns, transfers, and delivers to Suiza SoCal the non-working capital assets of the Milk Business, as described in Schedule 2.1 to the Contribution Agreement, free and clear of all Encumbrances, except as otherwise specifically provided in the Contribution Agreement.

BY THIS INSTRUMENT, Suiza SoCal assumes, accepts, and undertakes, and agrees to fully assume, pay, perform, and discharge when due, all of the Assumed Liabilities, and the assumption of the Assumed Liabilities, as described in the Contribution Agreement.

Adohr and Suiza SoCal each covenants to take all such further actions, execute and deliver all such further documents and do all other acts and things as the other party may reasonably request for the purpose of carrying out the intent of this Assignment.


Notwithstanding any other provision of the Assignment, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, or otherwise affect any of the provisions, including, without limitation, the representations, warranties, covenants, and agreements of DFA or Suiza Foods, or any other party, set forth in the Contribution Agreement, this Assignment being intended only to effect the transfer of the Milk Business assets described in the Contribution Agreement by Adohr to Suiza SoCal and the assumption by Suiza SoCal of the Assumed Liabilities, as described in Contribution Agreement, pursuant to the Contribution Agreement.

This Assignment shall be binding on, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.


This Assignment shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles.

Signed as of the date first written above.

ADOHR FARMS, LLC

By:   
Name: Michael V. Malone  
Title: Chief Financial Officer

SUIZA SOCIAL, LLC

By:   
Name: Michael V. Malone  
Title: Chief Financial Officer

## SCHEDULE 2.1

1. Attached as Exhibit A to this Schedule 2.1 is a list of certain non-working capital assets relating to the Milk Business that will be contributed to the Venture.
2. All of Adohr's rights under the Contracts entered into in the ordinary course of business relating to the Milk Business, subject to any required consent or approval of the other party(ies) thereto, including, without limitation, the Contracts listed on Disclosure Schedule 3.14(a), except for such Contracts that have been marked on such Disclosure Schedule as being retained by Adohr and such Contracts which relate to both the Milk Business and Adohr's ice cream business, in which case Adohr will retain, to the extent such Contract is severable, the portion thereof that relates to the ice cream business.<sup>1</sup>
3. Adohr's interest in the "Farmfield" and "Tampico" trademark licenses, subject to the prior written consent of the licensor thereof.<sup>1</sup>
4. All of Adohr's interest in the trademarks identified as being contributed to the Venture in items 1 and 2 of Disclosure Schedule 3.18(c).
5. Adohr's interests in the leases identified in items 2 through 9 of Disclosure Schedule 3.14(a)(iii), other than any prepaid rent or any security deposit listed below.

Milk Business locations with prepaid rent and/or security deposits:

<u>Facility Location</u>	<u>Deposit Amount</u>
5201 District Blvd. Bakersfield, CA 93313-2331	\$ 2,050.00
21310 Nordhoff Chatsworth, CA 91311-6987	13,972.00
3201 Sturgis Road Oxnard, CA 93030-8931	1,000.00
3121 S. Riverside Avenue Rialto, CA 92316-3512	4,550.00
9918-9922 Atlantic Avenue South Gate, CA 90280	<u>3,200.00</u>
	<u>\$24,772.00</u>

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<sup>1</sup> Suiza Parents and the Venture acknowledge and agree that some or all of the Contracts to be assigned to the Venture may require prior consent of the other party(ies) thereto in order for Adohr to assign any rights thereunder. Suiza Parents and the Venture acknowledge and agree that Adohr will not have such consents at or prior to Closing. In exchange for such agreement by Suiza Parents and the Venture, Adohr agrees to assist Suiza Parents and the Venture in obtaining such consents. Adohr will pay only its own expenses in rendering such assistance. Adohr shall not be liable for any expenses or additional costs or other obligations incurred by Suiza Parents or the Venture as a result of any modification or renegotiation of any such Contract or as a result of the request for, or obtaining of, any consent; provided, that neither Suiza Parents nor the Venture shall be required to accept any such modification or renegotiation.

**DISCLOSURE SCHEDULE 3.18(c)**

**INTELLECTUAL PROPERTY**

1. Registered Trademarks Owned:

Adohr Farms<sup>1</sup>

Reg. No. 1,074,677

2. (a) Unregistered Adohr Marks that will be contributed to the Venture:

A.F. Foods<sup>1,2</sup>

Smiley<sup>1,2</sup>

San Joaquin<sup>1,2</sup>

Adohr Farms Dairy (and design).<sup>1</sup> The federal registration of this trademark was cancelled in February of 1999 for failure to file a required affidavit.

(b) Unregistered Adohr Marks that will be contributed to the Venture:

Main Street Dairy, Inc. (and design).<sup>1</sup> The federal registration of this trademark was cancelled in July of 1996 for failure to file a required affidavit.

3. See items 1 and 2 of Disclosure Schedule 3.18(b).

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<sup>1</sup> Adohr will contribute such trademark to the Venture.

<sup>2</sup> These Marks and Trademarks, as the case may be, are not exclusive.