



02-19-2002

SHEET
NLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

02-04-2002

U.S. Patent & TMO's/TM Mail Rcpt Dt. #76



101985939

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Suiza Dairy Group, L.P.

- Individual(s)
- General Partnership
- Corporation
- Other _____
- Association
- Limited Partnership - DE

2.4.02

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

3. Nature of conveyance:

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

Execution Date: December 21, 2001

2. Name and address of receiving party(ies):

Name: Flav-O-Rich Dairies, LLC

Internal Address:
Mailing Address: I-75 & KY 80 Daniel Boone Parkway
London, Kentucky 40741

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other Delaware limited liability company

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 registration number(s): 5

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,960,006; 1,960,005; 1,943,901; 1,424,186 and 1,369,357

Additional numbers attached? Yes No

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

Name: Molly Buck Richard

Internal Address: Strasburger & Price, L.L.P.

Street Address: 901 Main Street, Suite 4300

City: Dallas State: TX ZIP: 75202

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 19-4547

(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.*

Molly Buck Richard

February 4, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

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

02/15/2002 ANNED1 00000127 1960006

01 FC:481

40.00 DP

100.00 DP

6-5047-1-SP3/13916/0104/02042002

02 FC:482

TRADEMARK
REEL: 002445 FRAME: 0025

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is made as of December 21, 2001, by and between Suiza Dairy Group, L.P., a Delaware limited partnership ("Assignor"), and Flav-O-Rich Dairies, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Suiza Foods, Corporation, a Delaware corporation, Suiza Dairy Group Holdings, Inc., a Nevada corporation ("Holdings"), Suiza Dairy Group, L.P., a Delaware limited partnership, Dairy Farmers of America, Inc., a Kansas cooperative marketing association ("DFA"), Dairy Rich, L.L.C., a Nevada limited liability company, and Mid-Am Capital, L.L.C., a Delaware limited liability company, are parties to that certain Amended and Restated Securities Purchase Agreement dated as of December 21, 2001 (the "Securities Purchase Agreement");

WHEREAS, pursuant to the Securities Purchase Agreement, Holdings, an affiliate of Assignor and Assignee, will transfer, among other things, the dairy operations conducted by Assignee to National Dairy Holdings, LP, a Delaware limited partnership ("NDH"), as assignee of DFA;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks, service marks and the United States and foreign trademark registrations and applications set forth on Exhibit A annexed hereto and made a part hereof, (hereinafter the "Trademarks"), together with the goodwill of the business associated with the Trademarks; and

WHEREAS, the Trademarks are used by Assignee in the conduct of its dairy operations, and will be transferred to NDH as part of the transfer of Assignee's dairy operations;

WHEREAS, in contemplation of the transfer of Assignee to NDH, Assignor desires to transfer to Assignee, and the Assignee is desirous of obtaining, all of the rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks;

NOW, THEREFORE, in consideration of the mutual covenants and of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks and the trademark registrations and applications therefor.

2. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks and title thereto

as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

3. This Assignment and the covenants, obligations, undertakings, rights and benefits hereof shall be binding upon, and shall inure to the benefit of, the respective parties hereto and their respective successors and assigns.

4. This Assignment may be executed by one or all of the parties in several counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement as if signed by all parties, and each such counterpart shall be deemed to be an original.

5. Each party hereto agrees to execute any and all documents, including, without limitation, deeds for real property, and to perform such other acts as may be necessary or expedient to further the purposes of this Assignment and the transactions contemplated hereby.

6. The recitals set forth in this Assignment are hereby incorporated into and made a part of this Assignment for all purposes.

7. **This Assignment shall be governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Signed as of the date first written above.

ASSIGNOR:

SUIZA DAIRY GROUP, L.P.

By: SUIZA DAIRY GROUP GP, LLC,
its general partner

By: 

Lisa N. Tyson
Vice President

ASSIGNEE:

FLAV-O-RICH DAIRIES, LLC

By: 

Lisa N. Tyson
Vice President

EXHIBIT A

TRADEMARKS

Trademark	Registration No.
FLAV-O-RICH	1960006
FLAV-O-RICH	1960005
DAIRY CHARM	1943901
FLAV-O-RICH (and design)	1369357
FLAV-O-RICH (and design)	1424186
FLAV-O-RICH (and design) (expired)	1181355
FLAV-O-RICH (Stylized) (expired)	813710