

07-26-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Dean Holding Company

07/01/02

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

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

2. Name and address of receiving party(ies) Name: Cream O'Weber Dairy, L.L.C.

Internal Address: c/o National Dairy Holdings, L.P.

Street Address: 3811 Turtle Creek Blvd # 1300

City: Dallas State: TX Zip: 75219

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company - Utah

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/21/01

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

A. Trademark Application No.(s) 75/288,307

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Michael R. Clogan

Internal Address: Strasburger & Price, LLP

Street Address: 901 Main St, Suite 4300

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 120.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael R. Clogan Name of Person Signing

Signature

June 27, 2002 Date

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

07/26/2002 LUMELLER 00000833 194547 75288307

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

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TRADEMARK REEL: 002550 FRAME: 0245

ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (the "Assignment"), is made as of December 21, 2001, by and between Dean Holding Company, a Delaware corporation formerly known as Dean Foods Company ("Assignor"), and Cream O'Weber Dairy, LLC, a Utah 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:

DEAN HOLDING COMPANY

By: 

Lisa N. Tyson
Vice President

ASSIGNEE:

CREAM O'WEBER DAIRY, LLC

By: 

Lisa N. Tyson
Vice President

EXHIBIT A

TRADEMARKS

Trademark	Registration
Cream O'Weber & Des.	75/288,307

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