

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):

Broughton Foods, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company
- 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: 10/1/2002

2. Name and address of receiving party(ies)

Name: Dean Southeast, LLC

Internal

Address:

Street Address: 2515 McKinney Avenue, Ste 1200

City: Dallas State: TX Zip: 75201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) SEE ATTACHED EXHIBIT A

Additional number(s) attached Yes No

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

Name: Bridget Griffin Johnson

Internal Address: Dean Foods Company

Street Address: 2515 McKinney Avenue, Ste 1200

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500785

DO NOT USE THIS SPACE

9. Signature.

Bridget Griffin Johnson
Name of Person Signing

Bridget Griffin Johnson
Signature

February 20, 2003
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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EXHIBIT A
B. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>
GRAPE GORILLA and Design	2,292,591
LEMONASAUR	2,286,688
PUNCHARAMA	2,256,981
X.Y.ZOO'S	2,262,745
ORANGEOPUS	2,276,760
CARIBLUE	2,276,759
LEMONLION	2,282,172
CHOCODILE	2,373,531
KITCHEN GUILD	1,421,302
BROUGHTON Logo	1,088,833
BROUGHTON B KITCHEN GUILD	808,618
SOKREEM	804,381

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of October 1, 2002, between Broughton Foods, LLC, a Delaware limited liability company ("Assignor") and Dean Southeast, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor desires to distribute all of its owned intellectual property to Assignee (the "Distribution").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby assign, transfer, grant, deliver and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in all intellectual property owned by Assignor, including without limitation, the intellectual property set forth on Exhibit A attached hereto and made part hereof (the "Intellectual Property"), together with the goodwill associated with the Intellectual Property and any registrations and applications therefor.
2. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, any official of any foreign countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Intellectual Property and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.
3. This Assignment is subject to all liens, encumbrances, or other security interests granted by that certain Security Agreement, dated as of December 21, 2001, as amended, by and among Dean Foods Company ("DFC"), formerly known as Suiza Foods Corporation, a Delaware corporation, as borrower, certain subsidiaries of DFC, the other credit parties identified therein, the banks and financial institutions from time to time parties thereto, and Wachovia Bank, National Association, formerly known as First Union National Bank, as administrative agent; including, but not limited to, the grants of security interests evidenced by the notices filed with the United States Patent and Trademark Office and the United States Copyright Office in furtherance thereof.
4. This Assignment may be executed by one or several 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 agrees to execute any and all documents or instruments, and to perform such other acts as may be necessary or expedient to further the purposes of the Assignment and the transactions contemplated hereby.

This Assignment is 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.

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HEREOF, this Assignment is executed as of the date first written above.

BROUGHTON FOODS, LLC

By: 
 Name: LISA N. TYSON
 Title: VICE PRESIDENT

DEAN SOUTHEAST, LLC


By: 
 Name: LISA N. TYSON
 Title: VICE PRESIDENT

EXHIBIT A

LECTUAL PROPERTY

Broughton Foods

TRADEMARKS

ID	Jurisdiction	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
8866	United States	GRAPB GORILLA and Design	32	75-548,031	09/04/1998	2,292,591	11/16/1999	Registered
8867	United States	LEMONASAUR	32	75-467,113	04/13/1998	2,286,688	10/12/1999	Registered
8868	United States	PUNCHARAMA	32	75-467,112	04/13/1998	2,256,981	06/29/1999	Registered
8869	United States	X.Y.ZOO'S	30, 32	75-466,498	04/13/1998	2,262,745	07/20/1999	Registered
8870	United States	ORANGEOPUS	32	75-466,497	04/13/1998	2,276,760	09/07/1999	Registered
8871	United States	CARIBLUB	32	75-466,494	04/13/1998	2,276,759	09/07/1999	Registered
8872	United States	LEMONLION	32	75-466,493	04/13/1998	2,282,172	09/28/1999	Registered
8873	United States	CHOCODILE	30	75-466,431	04/13/1998	2,373,531	08/01/2000	Registered
8878	United States	KITCHEN GUILD	29	73-591,140	04/01/1986	1,421,302	12/16/1986	Registered
8879	United States	BROUGHTON LOGO	29	73-120,292	03/24/1977	1,088,833	04/04/1978	Registered
8880	United States	KEBPWELL	29	72/380363	01/07/1971	944,169	10/03/1972	Registered
8881	United States	BROUGHTON B KITCHEN GUILD	29	72-221,569	06/21/1965	808,618	05/17/1966	Registered
8882	United States	SOKREEM	29	72-218,382	05/10/1965	804,361	02/22/1966	Registered

COPYRIGHTS

TITLE	OWNER	REGISTRATION NO.	ISSUE DATE
XYZOO'S Lemonlion label	Broughton Foods, LLC (successor by merger to Broughton Foods Company)	VA941-199	09/08/1998
XYZOO'S Orangeopus label	Broughton Foods, LLC (successor by merger to Broughton Foods Company)	VA941-198	09/08/1998
XYZOO'S Lemonsaur label	Broughton Foods, LLC (successor by merger to Broughton Foods Company)	VA966-070	09/08/1998
XYZOO'S Grape Gornilla label	Broughton Foods, LLC (successor by merger to Broughton Foods Company)	VA918-073	11/10/1998
XYZOO'S Chocodile label	Broughton Foods, LLC (successor by merger to Broughton Foods Company)	VA966-071	09/08/1998
XYZOO'S Caribube label	Broughton Foods, LLC (successor by merger to Broughton Foods Company)	VA966-068	09/08/1998

Broughton Foods

09/08/1998

Broughton Foods, LLC (successor by merger to Broughton Foods Company) VA966-069

XYZO's Puncharna label