

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):

Land-O-Sun Dairies, 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: **7**

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>
BUNCH O CRUNCH	1,943,950
BROWN MULE	1,918,220
COUNTRY LOVE	2,045,280
COUNTRYSIDE and Design	1,876,773
DAIRY QUALITY & FRESHNESS SINCE 1929 and Design	1,910,269
DAIRY QUALITY SINCE 1929 and Design	1,636,468
LAND-O-SUN and Design	1,883,709
A-A	1,461,186
COUNTRYSIDE	1,457,674
COUNTRYSIDE	1,413,524
RICH & CREAMY	1,326,221
FROSTBITE	1,481,748

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of October 1, 2002, between Land-O-Sun Dairies, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment is executed as of the date first written above.

LAND-O-SUN DAIRIES, LLC

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

DEAN SOUTHEAST, LLC


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

EXHIBIT A
INTELLECTUAL PROPERTY

See attached.

Land-O-Sun Dairies

<u>TRADEMARKS</u>	<u>ID</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
	8961	Tennessee	FARM FRESH	29			930,630	06/30/1993	Registered
	8960	Virginia	DIXIE FRESH	29			5491	06/22/1993	Registered
	8811	United States	BUNCH O CRUNCH	30	74-611,364	12/15/1994	1,943,950	12/26/1995	Registered
	8812	United States	CHEROKEE FARMS	30	74/561744	08/16/1994	1,973,634	05/14/1996	Registered
	8813	United States	BROWN MULE	30	74-548,877	07/13/1994	1,918,220	09/12/1995	Registered
	8814	United States	COUNTRY LOVE	30	74-544,515	07/01/1994	2,045,280	03/18/1997	Registered
	8815	United States	COUNTRYSIDE and Design	29, 32	74-484,981	01/31/1994	1,876,773	01/31/1995	Registered
	8816	United States	DAIRY QUALITY & FRESHNESS SINCE 1929 and Design	29, 32	74-455,958	11/09/1993	1,910,269	08/08/1995	Registered
	8820	United States	SWOOPPE	30	74-244,017	02/07/1992	1,727,930	10/27/1992	Registered
	8822	United States	DAIRY QUALITY SINCE 1929 and Design	42	74-049,018	04/16/1990	1,636,468	02/26/1991	Registered
	8823	United States	LAND-O-SUN and Design	29, 30, 32	73-808,020	06/20/1989	1,883,709	03/14/1995	Registered
	8825	United States	A-A	30	73-612,003	07/29/1986	1,461,186	10/13/1987	Registered
	8826	United States	COUNTRYSIDE	32	73-587,899	03/14/1986	1,457,674	09/15/1987	Registered
	8827	United States	COUNTRYSIDE	29	73-563,781	10/18/1985	1,413,524	10/14/1986	Registered
	8828	United States	BIG DRAW and Design	30	73-331,216	10/15/1981	1,222,810	01/04/1983	Registered
	8830	United States	RICH & CREAMY	30	73-152,027	12/14/1977	1,326,221	03/19/1985	Registered
	8806	United States	FROSTBITE	30	73-545,676	07/01/1985	1,481,748	03/22/1988	Registered