

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):

Dean Midwest II, 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: Suiza Dairy Group, L.P.

Internal

Address:

Street Address: 2515 McKinney Avenue, Ste 1200

City: Dallas State: TX Zip: 75201

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

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: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- 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 G Johnson
Signature

February 20, 2003
Date

Total number of pages including cover sheet, attachments, and document: 13

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

EXHIBIT A**B. TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NO.</u>
AQUAPOWER 2 and Design	2,251,540
NORTHERN FALLS	2,069,438
MILK-IT	1,863,289
YOG-IT	2,074,156
SQUISHY and Design	2,332,065
SQUISH PAK!	2,493,247
LONDON'S and Design	1,387,655
LONDON'S and MICHIGAN NATURAL CHOICE DESIGN	1,464,754
PURE SEALED (Stylized)	647,932
THANKS MOM!	1,506,180

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of October 1, 2002, between Dean Midwest II, LLC, a Delaware limited liability company ("Assignor") and Suiza Dairy Group, L.P., a Delaware limited partnership ("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.

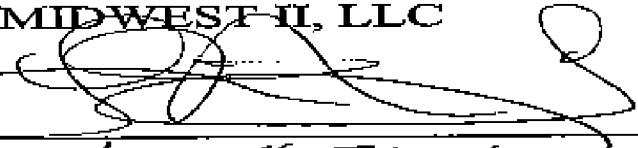
5. Each party agrees to execute any and all documents or instruments, and to perform such other acts as may be necessary or expedient to further the purposes of the Assignment and the transactions contemplated hereby.

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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ssignment is executed as of the date first written above.

DEAN MIDWEST II, LLC


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

SUIZA DAIRY GROUP, L.P.

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



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

EXHIBIT A

INTELLECTUAL PROPERTY

ned.

Dean Midwest II

Pet 'O Fallon, LLC
Country Fresh, LLC
London's Farm Dairy, LLC
Schenkel's All-Star Dairy, LLC
Schenkel's All-Star Delivery, LLC

Pet O' Fallon

None

Country Fresh

TRADEMARKS

ID	Jurisdiction	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
8949	Indiana	COUNTRY FRESH	46			5009-1976	05/11/1979	Registered
8951	Indiana	COUNTRY LANE	46			5009-1977	05/11/1979	Registered
8950	Michigan	COUNTRY FRESH and Design	46			M15-051	06/26/1986	Registered
8952	Michigan	COUNTRY LANE	46			M22-007	02/24/1977	Registered
9699	United States	GOOD STUFF and Design	30	75-289,539	05/09/1997	2,147,810	03/31/1998	Registered
8807	United States	AQUAPOWER 2 and Design	32	75-520,349	07/16/1998	2,251,540	06/08/1999	Registered
8809	United States	NORTHERN FALLS	32	75-106,763	05/20/1996	2,069,438	06/10/1997	Registered
8947	United States	NORTHERN EXPRESSO	32					Common Law Mark
8634	United States	MILK-IT	29	74-406,518	06/28/1993	1,863,289	11/15/1994	Registered
8635	United States	MILK-IT and Design	29	74-489,385	02/14/1994	1,982,881	06/25/1996	Registered
8636	United States	SPILGUARD	21	74-727,647	09/11/1995	2,031,234	01/14/1997	Registered
8637	United States	YOG-IT	29	74-513,716	04/18/1994	2,074,156	06/24/1997	Registered
8644	United States	SQUISHY and Design	29, 32	75-649,704	03/01/1999	2,332,065	03/21/2000	Registered
8861	United States	SQUISH PAK	21, 29	75-724,972	06/09/1999	2,493,247	09/25/2001	Registered

DOMAIN NAMES

ID	Jurisdiction	Name	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
9036	United States	COUNTRYFRESH.COM					12/11/1996	Registered

London's Farm Dairy

TRADEMARKS

ID	Jurisdiction	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
9010	Michigan	MACKINAC ISLAND	46	M12-058	05/29/1987	M12-058	07/18/1988	Registered
8883	United States	LONDON'S and Design	29, 30	73-523,714	02/25/1985	1,387,655	03/25/1986	Registered
8884	United States	LONDON'S and MICHIGAN'S NATURAL CHOICE DESIGN	29	73-651,440	03/26/1987	1,464,754	11/10/1987	Registered

Schenkel's All-Star Dairy

TRADEMARKS

ID	Jurisdiction	Mark	Classes	App.#	Ref.#	Reg. Dt	Status
9354	United States	PURE SEALED (Stylized)	29, 30	04/18/1955	647,932	07/02/1957	Registered
9355	United States	THANKS MOM!	29	09/03/1987	1,506,180	09/27/1988	Registered

Schenkel's All-Star Delivery

None