

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 Foods Company <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State - Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Suiza Dairy Group, L.P.</u> Internal Address: _____ Street Address: <u>2515 McKinney Avenue, Ste 1200</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership <u>Delaware</u> <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>10/1/2002</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>SEE ATTACHED</u> <u>EXHIBIT A</u> B. Trademark Registration No.(s) <u>SEE ATTACHED</u> <u>EXHIBIT B</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Bridget Griffin Johnson</u> Internal Address: <u>Dean Foods Company</u> _____ Street Address: <u>2515 McKinney Avenue, Ste 1200</u> _____ City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u>	6. Total number of applications and registrations involved: 41 7. Total fee (37 CFR 3.41):\$ <u>1,040.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>500785</u>	
DO NOT USE THIS SPACE		
9. Signature. Bridget Griffin Johnson <u>Bridget G Johnson</u> February <u>20</u> , 2003 Name of Person Signing Signature Date <small>Total number of pages including cover sheet, attachments, and document: 10</small>		

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

EXHIBIT A
A. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>SERIAL No.</u>
BOTTLE DESIGN	75/336,153
BOTTLE DESIGN	75/336,317
BOTTLE DESIGN	75/336,318
BOTTLE DESIGN	75/336,316
CHUG	75/391,756
CHUG-IT!	75/407,374
COUNTRY FRESH	75/013,828
DEAN FOODS and RIVER OF LIFE LOGO	76/349,779
DEAN'S	75/470,971

EXHIBIT B
B. REGISTERED TRADEMARKS

<u>Mark</u>	<u>REGISTRATION NO.</u>
100% NATURAL and Design	2,160,092
BOTTLE DESIGN	1,970,663
CHOCOLATE SMASH	2,390,491
CHUG PACK	2,513,428
COW CHARACTER ON ROLLER BLADES	2,402,860
COW CHARACTER ON SKATEBOARD	2,445,072
COW CHARACTER ON SNOWBOARD	2,402,859
COW HEAD WITH MILK BOTTLE	2,400,959
DAIRY EASE	1,741,509
DAIRY EASE (Stylized)	2,183,256
EVERY GLASS LASTS A LIFETIME	2,378,190
FITMILK	2,356,290
FRANKLIN GROVES and Design	1,480,989
FRANKLIN ORCHARDS and Design	1,487,701
FRANKLIN SPRINGS	1,502,401
G GARELICK Design	1,782,832
HAND PRINT DESIGN	2,498,776

EXHIBIT B (cont'd)
B. REGISTERED TRADEMARKS

<u>Mark</u>	<u>REGISTRATION NO.</u>
LIFEMILK	2,356,292
LIGHT BULB DESIGN	2,378,191
MILK BLAST	2,390,492
MILK CHUG	2,215,532
MILK ON THE MOVE	2,453,820
NATURAL BY GARELICK FARMS (Stylized)	1,790,553
NATURAL1 (Stylized)	2,325,227
NATURAL2 (Stylized)	2,327,742
NBD & Design (Cow head)	2,091,933
NUTRITIONAL ADVANTAGE	2,276,713
RIVER OF LIFE LOGO	2,424,140
RUNNING MAN Design	2,369,480
SMART JUG	2,476,345
STAR DESIGN	2,518,389
STRAWBERRY DASH	2,449,987

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of October 1, 2002, between Dean Foods Company, a Delaware corporation ("Assignor") and Suiza Dairy Group, L.P., a Delaware limited partnership ("Assignee").

RECITALS

WHEREAS, Assignor desires to distribute certain 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 the intellectual property owned by Assignor 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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Assignment is executed as of the date first written above.

DEAN FOODS COMPANY

By: 
 Name: Lisa N. Tyson
 Title: Senior Vice President, Deputy General Counsel and Assistant Secretary

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

re attached.

OWNER = DEAN FOODS COMPANY U.S. TRADEMARKS

Country:	Mark	Classes	Owner	App.#	App. Dt	Reg. #	Reg. Dt	Status
United States	100% NATURAL and Design	29	Dean Foods Company	75-204,106	11/25/1996	2,160,092	5/26/1998	Registered
8498	BOTTLE DESIGN	32	Dean Foods Company	74/607324	12/5/1994	1,970,663	4/23/1996	Registered
9407	BOYLE DESIGN02	29, 32	Dean Foods Company	75/336153	8/5/1997			Pending Application
9411	BOYLE DESIGN06	29	Dean Foods Company	75/336317	8/5/1997			Pending Application
9412	BOYLE DESIGN07	29, 30, 32	Dean Foods Company	75/336318	8/5/1997			Pending Application
9413	BOYLE DESIGN08	29	Dean Foods Company	75/336316	8/5/1997			Pending Application
8768	CHOCOLATE SMASH	29	Dean Foods Company	75-692,804	4/28/1999	2,390,491	9/26/2000	Registered
9417	CHUG	32	Dean Foods Company	75/391756	11/17/1997			Pending Application
9469	CHUG PACK	29	Dean Foods Company	75/979803	12/18/1997	2,513,428	11/27/2001	Registered
9446	CHUG-III	29, 30, 32	Dean Foods Company	75/407374	12/18/1997			Pending Application
8514	CLOVERFIELD DAIRY and Design	29, 30, 32	Dean Foods Company	74/074823	7/2/1990	1,686,571	5/12/1992	Registered
8801	COUNTRY FRESH	29, 30, 32	Dean Foods Company	75/013828	11/2/1995			Pending Application
8795	COW CHARACTER ON	29	Dean Foods Company	75-701,831	5/10/1999	2,402,860	11/7/2000	Registered
8796	ROLLER BLADES	29	Dean Foods Company	75-701,827	5/10/1999	2,445,072	4/17/2001	Registered
8797	COW CHARACTER ON	29	Dean Foods Company	75-701,826	5/10/1999	2,402,859	11/7/2000	Registered
8794	SNOWBOARD	29	Dean Foods Company	75-701,830	5/10/1999	2,400,959	10/31/2000	Registered
8462	MILK BOTTLE	25, 29	Dean Foods Company	74-735,830	9/29/1995	2,033,099	12/1/1997	Registered
9398	COW POWER	29	Dean Foods Company	74/261895	4/2/1992	1,741,509	12/22/1992	Registered
9399	DAIRY EASE	5, 29	Dean Foods Company	75/072140	3/13/1996	2,183,256	8/25/1998	Registered
9377	DAIRY EASE (Stylized)	29, 30, 32	Dean Foods Company	76/349779	12/18/2001			Pending Application
9436	DEAN FOODS and RIVER OF LIFE LOGO	30	Dean Foods Company	75/470971	4/20/1998			Pending Application
8715	DEAN'S	29	Dean Foods Company	75/678680	4/9/1999	2,378,190	8/15/2000	Registered
8421	EVERY GLASS LASTS A LIFETIME	29	Dean Foods Company	75-635,168	2/5/1999	2,356,290	6/6/2000	Registered
8490	FITMILK	32	Dean Foods Company	73-622,853	9/29/1986	1,480,989	3/15/1988	Registered
8491	FRANKLIN GROVES and Design	32	Dean Foods Company	73-622,852	9/29/1986	1,487,701	5/10/1988	Registered
8492	FRANKLIN ORCHARDS and Design	32	Dean Foods Company	73-622,851	9/29/1986	1,502,401	8/30/1988	Registered
8494	FRANKLIN SPRINGS	29, 32	Dean Foods Company	74-306,115	8/19/1992	1,782,832	7/20/1993	Registered
8493	G GARELICK Design	29	Dean Foods Company	74-306,114	8/19/1992	1,763,073	4/6/1993	Registered
8573	GARELICK FARMS and Design02	29	Dean Foods Company	75-678,675	4/9/1999	2,498,776	10/16/2001	Registered
8573	HAND PRINT DESIGN	29	Dean Foods Company					Registered

OWNER = DEAN FOODS COMPANY U.S. TRADEMARKS

8524	LIFEMILK	29	75-643,747	2/17/1999	2,356,292	6/6/2000	Registered
	Dean Foods Company						
8572	LIGHT BULB DESIGN	29	75-678,836	4/9/1999	2,378,191	8/15/2000	Registered
8769	MILK BLAST	29	75-692,805	4/28/1999	2,390,492	9/26/2000	Registered
9619	MILK CHUG	29	75/977879	3/31/1997	2,215,532	12/29/1998	Registered
9431	MILK CHUGS FOR ALL THEY'RE WORTH	29, 30	75/660108	3/15/1999			Pending Application
8687	MILK ON THE MOVE	29	75-672,185	3/30/1999	2,453,820	5/22/2001	Registered
8452	NATURAL BY GARELICK FARMS (Stylized)	29	Dean Foods Company		74,343,150	12/24/1992	1,790,553 Registered
8455	NATURAL1 (Stylized)	29	75-423,109	1/26/1998	2,325,227	3/7/2000	Registered
8456	NATURAL2 (Stylized)	29	75-423,114	1/26/1998	2,327,742	3/14/2000	Registered
8461	NBD & Design (COW HEAD)	25, 29, 32	74-735,802	9/29/1995	2,091,933	8/26/1997	Registered
8520	NUTRITIONAL	30	75-432,969	2/12/1998	2,276,713	9/7/1999	Registered
9533	ADVANTAGE PURE GOLD BRAND (Stylized)	30	71/158334	1/23/1922	159,496	9/26/1922	Registered
8472	RIVER OF LIFE LOGO	29	75-979,879	12/30/1998	2,424,140	1/23/2001	Registered
8714	RUNNING MAN DESIGN	29	75-678,679	4/9/1999	2,369,480	7/18/2000	Registered
8609	SMART JUG	29	75-678,677	4/9/1999	2,476,345	8/7/2001	Registered
8986	STAR DESIGN	29	75/833287	10/27/1999	2,518,389	12/11/2001	Registered
8889	STRAWBERRY DASH	29	75-746,419	7/7/1999	2,449,987	5/8/2001	Registered
8496	SUNNY TROPICS	30	74/233861	12/26/1991	1,756,200	3/2/1993	Registered
8499	WEST LYNN CREAMERY LOGO	29, 30, 32	74/632510	2/10/1995	2,013,111	11/5/1996	Registered
9596	WESTERN MAID	29	74/268157	4/22/1992	1,736,842	12/1/1992	Registered

RECORDED: 03/05/2003

TRADEMARK
REEL: 002613 FRAME: 0748