


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 Holding Company <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-Delaware <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership </div> </div> 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: DTMC, Inc. Internal Address: _____ Street Address: 2515 McKinney Avenue, Ste 1200 City: Dallas State: TX Zip: 75201 <input type="checkbox"/> Individual(s) citizenship <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 _____ <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: 10/1/2002					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 1,074,677 and 2,311,968 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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: 2 7. Total fee (37 CFR 3.41).....\$ 65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 500785		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> Bridget Griffin Johnson Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> March 14, 2003 Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 22 </div>					

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

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

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of October 1, 2002, between Dean Holding Company, a Delaware corporation ("Assignor") and DTMC, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor desires to contribute 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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IN WITNESS WHEREOF, this Assignment is executed as of the date first written above.

DEAN HOLDING COMPANY

By: 

Name: Lisa N. Tyson

Title: Vice President

DTMC, INC.

By: 

Name: Lisa N. Tyson

Title: Vice President

EXHIBIT A

INTELLECTUAL PROPERTY

See attached.

Dean Holding Company

Dean Dairy Holdings, LLC

COPYRIGHTS

<u>TITLE</u>	<u>REG. #</u>	<u>ISSUE DATE</u>
Reiter Iced Tea & Cup Design	466 662	08/02/1991
Reiter Wild Berry Fruit Design	466 656	08/02/1991

Dean Dairy Holdings

Dean Midwest, LLC
Dean Southeast II, LLC
Dean Southwest II, LLC
Dean Northeast II, LLC

Dean Midwest

Liberty Dairy Company
Verifine Dairy Products Corporation of Sheboygan, Inc.

Dean Southeast II

T.G. Lee Foods, Inc.
McArthur Dairy, Inc.
Purity Dairies, Incorporated
Barber Milk, Inc.

Dean Southwest II

Dean SoCal, LLC
Creamland Dairies, Inc.
Berkeley Farms, Inc.
Alta-Dena Certified Dairy, Inc.

Dean Northeast II

Reiter Akron, Inc.

Alta-Dena Certified Dairy

TRADEMARKS

<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>
9531	United States	ALTA DENA and Design	29	75/660198	03/15/1999	2,311,968	01/25/2000	Registered

Barber Milk

TRADEMARKS

<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>
	ALABAMA	GOLDEN GLOW				105,831	25-Oct-93	ASSIGNED
	MISSISSIPPI	GOLDEN GLOW				931,025	25-Oct-93	ASSIGNED
	FLORIDA	GOLDEN GLOW				T93000001320	08-Nov-93	REGISTERED

Berkeley Farms**TRADEMARKS**

<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>
	CALIFORNIA	BUD'S ICE CREAM				84327	12-Jun-87	REGISTERED
	CALIFORNIA	CABLE CAR BAR				73959	27-Jul-84	REGISTERED

Creamland Dairies

TRADEMARKS

<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>
	NEW MEXICO	DEAN DAIRY PRODUCTS				94,071,102	11-Jul-94	REGISTERED
	NEW MEXICO	PRICE'S CREAMERIES				94,071,903	19-Jul-94	REGISTERED
	NEW MEXICO	CREAMLAND				14,551	22-May-81	RENEWED

Dean SoCal

TRADEMARKS

ID	Jurisdiction	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
8977	United States	ADOHR FARMS	29, 30	73-095,628	08/05/1976	1,074,677	10/04/1977	Registered

Liberty Dairy Company

TRADEMARKS

<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>
	ILLINOIS	LIBERTY	46			085182	18-Apr-00	REGISTERED
	INDIANA	LIBERTY	46			2000-0193	12-May-00	REGISTERED
	KENTUCKY	LIBERTY				13500	09-May-00	REGISTERED
	WISCONSIN	LIBERTY					12-Jul-00	REGISTERED
	MICHIGAN	LIBERTY	46			tn02-546	04-May-00	REGISTERED

McArthur Dairy

TRADEMARKS

<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>
	FLORIDA	MCARTHUR DAIRY AND DESIGN				916,403	03-May-76	RENEWED

Purity Dairy

TRADEMARKS

<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>
	Tennessee	PURITY				N/A	08/28/1962	Registered

Reiter Akron

TRADEMARKS

<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>
	OHIO	DESIGN ONLY	29,30,31			11,229	29-Nov-85	RENEWED
	OHIO	SIGNATURE	29,30,31			11,341	17-Mar-86	RENEWED
	OHIO	GLACIER VALLEY	32			11660	03-Dec-86	RENEWED
	KENTUCKY	GLACIER VALLEY	45			07066	17-Dec-86	RENEWED
	OHIO	CITRUS GOLD	32			11661	31749	RENEWED
	OHIO	COFFEE BRITE	29			5644	04-Nov-87	ASSIGNED

T.G. Lee Foods

TRADEMARKS

<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>
	FLORIDA	AB PLUS	29			T95000000552	18-Apr-95	REGISTERED
	FLORIDA	CHOC.O.LEE	45			T04963	09-Apr-86	RENEWED
	FLORIDA	PALM TREE DESIGN	46			915285	31-Mar-75	RENEWED
	FLORIDA	SEMINOLE				96000000989	23-Aug-96	REGISTERED
	FLORIDA	T.G. LEE DAIRY PRODUCTS	46			907446	01-Jun-65	RENEWED
	FLORIDA	UDDERLY GREAT	46,101			916,427	07-May-76	RENEWED

Verifine Dairy-Sheboygan

TRADEMARKS

<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>
	Wisconsin	HERMIE'S				WI036064		