

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.

<p>1. Name of conveying party(ies): Dean Southwest II, LLC</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Dean Dairy Holdings, LLC</u> Internal Address: _____ Street Address: <u>2515 McKinney Avenue, Ste 1200</u> City: <u>Dallas</u> State: <u>TX</u> Zip: <u>75201</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation-State _____  <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u></p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>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 _____</p> <p>Execution Date: <u>10/1/2002</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____</p>	<p>B. Trademark Registration No.(s) <u>1,074,677 and 2,311,968</u></p>
<p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>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></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">2</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>65.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>500785</u></p>
--	--

**DO NOT USE THIS SPACE**

9. Signature.

Bridget Griffin Johnson                      *Bridget Griffin Johnson*                      March 14, 2003  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 10

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 Southwest II, LLC, a Delaware limited liability company ("Assignor") and Dean Dairy Holdings, 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.

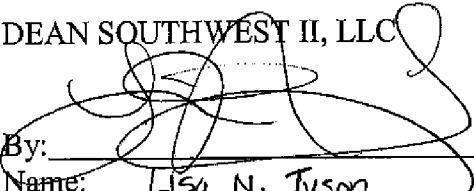
5. Each party agrees to execute any and all documents or instruments, and to perform such other acts as may be necessary or expedient to further the purposes of the Assignment and the transactions contemplated hereby.

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.

DEAN SOUTHWEST II, LLC

  
By: \_\_\_\_\_  
Name: Lisa N. Tyson  
Title: Vice President

DEAN DAIRY HOLDINGS, LLC

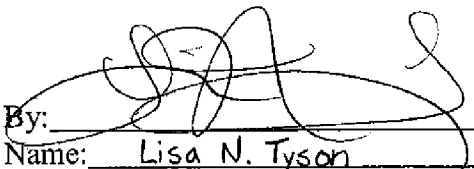
  
By: \_\_\_\_\_  
Name: Lisa N. Tyson  
Title: Vice President

EXHIBIT A

INTELLECTUAL PROPERTY

See attached.

**Dean Southwest II**

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

Dean SoCal

TRADEMARKS

8077	<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>
		United States	ADOHR FARMS	29, 30	73-095,628	08/05/1976	1,074,677	10/04/1977	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



Berkeley Farms

TRADEMARKS

<u>ID</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Res. #</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

Alta-Dena Certified Dairy

TRADEMARKS

<u>ID</u>	9531	<u>Jurisdiction</u>	United States	<u>Mark</u>	ALTA DENA and Design	<u>Classes</u>	29	<u>App. #</u>	75/660198	<u>App. Dt</u>	03/15/1999	<u>Reg. #</u>	2,311,968	<u>Reg. Dt</u>	01/25/2000	<u>Status</u>	Registered
-----------	------	---------------------	---------------	-------------	----------------------	----------------	----	---------------	-----------	----------------	------------	---------------	-----------	----------------	------------	---------------	------------