

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): <u>DTMC, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-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>Dean Specialty Intellectual Property Services, 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) _____ B. Trademark Registration No.(s) <u>1,419,356</u> 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: <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: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</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. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Jackie T. Gwinn</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 30%; text-align: right;"> <u>August 22, 2003</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> 12 </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

CH \$40.00 500785 1419356

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of October 1, 2002, between DTMC, Inc., a Delaware corporation ("Assignor") and Dean Specialty Intellectual Property Services, L.P., a Delaware limited partnership ("Assignee").

RECITALS

WHEREAS, Assignor desires to contribute a portion of its owned intellectual property to Assignee.

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 associated with the entities within the specialty foods group as set forth within 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.

DTMC, INC.

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

DEAN SPECIALTY INTELLECTUAL
PROPERTY SERVICES, L.P.

By: DIPS GP II, INC.,
its general partner


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

EXHIBIT A

INTELLECTUAL PROPERTY

See attached.

**EXHIBIT A
TO
IP ASSIGNMENT
FROM
DTMC, INC.
TO**

DEAN SPECIALTY INTELLECTUAL PROPERTY SERVICES, L.P.

U.S. TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>
PARAMOUNT	2,066,837
OH! BOY	2,002,655
AUNT JANE'S	1,773,092
AMERICAN	1,257,034
ATKINS	803,654
ATKINS	1,505,000
AUNT JANE'S (Stylized)	1,597,652
BENNETT'S	634,150
BENNETTS	2,087,292
C & Design	987,977
CANE PATCH	1,995,166
CANE PATCH (Stylized)	282,796
CATES	1,654,980
COUNTRY MAID	680,117
CRAZY CUKE	794,890
DAILEY	1,791,758
DAILEY	1,650,880
DAILEY	1,971,346
DAILEY & Design	605,900
DELTA	171,413
DERBY	1,246,521
DOLLY MADISON	975,582
FLAP JACK	1,991,139

**TRADEMARK
REEL: 002704 FRAME: 0179**

U.S. TRADEMARKS (cont'd)**MARK****REGISTRATION NO.**

FLAPJACK (Stylized)	568,711
GAME COCK (Stylized)	225,033
HAPPY KIDS	721,412
HAPPY KIDS	345,906
HEIFETZ	725,684
INDIAN TRAIL	1,707,015
LASSIE JANE	804,006
MA BROWN	1,613,075
MOBY DILLS & Design	1,527,165
NORTHWOODS	2,009,770
NORTHWOODS (Stylized)	243,220
OAKEN KEG	608,077
OAKEN KEG BARREL Design	608,078
OH! BOY (Stylized)	197,035
OLD COUNTRY	720,412
OLD PLANTATION	2,002,654
OLD PLANTATION (Stylized)	227,663
PARAMOUNT	1,403,303
PARAMOUNT LITE and Design	1,403,304
PEANUT PATCH	764,397
PEPPERINGS	810,633
PESTA	1,501,485
PICADILLY	1,025,340
PICKLE FAIR (Stylized)	1,750,282
PICKLEVATOR	2,376,131
PICKLEVATOR	2,430,407
PICK.L.POUCH	1,288,485
PILGRIM FARMS	1,845,770
PILGRIM FARMS, INC.	1,419,356

TRADEMARK**REEL: 002704 FRAME: 0180**

U.S. TRADEMARKS (cont'd)**MARK****REGISTRATION NO.**

PLANTATION CLUB and Design	1,519,987
RAINBO	666,094
RAINBO and Design	1,293,062
RAZOR BACK and Design	797,547
RODDENBERY'S	2,001,046
RODDENBERY'S (Stylized)	520,857
SCHWARTZ'S	1,642,932
SCHWARTZ'S	1,322,380
SCHWARTZ'S PICKLE BARREL	1,059,439
SQUEEZA DELI	1,432,141
STEINFELD'S WESTERN ACRES and Design	1,302,972
SUNNYLAND	806,423
TRADITIONAL TASTE FOR TODAY'S FAMILY	2,376,171
VOLKS-GURKEN ("THE PEOPLES PICKLE")	801,423
WARSAW FALCON	1,971,347
WARSAW FALCON Design	1,987,040
WARSAW FALCON and Design	692,530
WE PICK	1,436,562
WHITFIELD SALAD PICKLETTES Design	746,016
ARNOLD'S	729,814
CAPCO	1,988,445
HANDY-PAC and Design	1,196,957
PICKLES ARE A MEAL'S BEST FRIENDS!	733,189
KING PICKLE DESIGN WITH SANDWICH	2,074,987
KING PICKLE DESIGN WITH HAT	2,076,830
KING PICKLE DESIGN	1,927,769
DELI SPEARS	2,122,502
FARMAN'S	2,048,573
SLICERS	2,095,745

TRADEMARK**REEL: 002704 FRAME: 0181**

U.S. TRADEMARKS (cont'd)**MARK****REGISTRATION NO.**

THE CRUNCHIER PICKLE	2,089,222
THE KING PICKLE	2,071,076
SANDWICH SLICERS	2,042,766
BANQUET	2,130,601
MUNCHERS	2,008,115
HOFFMAN HOUSE	2,431,644
ALABAM GIRL (Stylized)	231,824
PETER PIPER'S and Design	1,211,742
PETER PIPER'S	692,145
PETER PIPERS	2,506,520
KOSCIUSZKOWY	1,211,732
MADISON	739,094
OH! BOY (Stylized)	739,442
JOSE	1,350,869
GRACIAS	1,381,690
JOSE (Stylized)	2,437,428

STATE TRADEMARKS

<u>STATE</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
ILLINOIS	BILL'S DILLS	73308
ILLINOIS	SCHWARTZ'S	52,715
OREGON	MRS. NEUSIHIN'S and Design	T19820
WASHINGTON	MRS. NEUSIHIN'S KOSHER DILL PICKLES	15271
WASHINGTON	BANQUET and Design	6142

PATENTS**TITLE**

METHOD OF CURING PICKLE STOCK

METHOD OF CURING PICKLE STOCK

PATENT/SERIAL NO.

6,110,513

09/614,353

DOMAIN NAMES

DEANSPECIALTYFOODS.BIZ