

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): Eagle Family Foods, Inc. <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>Dean Specialty Foods Group, 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> <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> <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) & address(es) attached? <input type="checkbox"/> Yes <input 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>12/24/2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ B. Trademark Registration No.(s) <u>1499790;1140027;</u> <u>1410798; 2606778</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: 4 7. Total fee (37 CFR 3.41):\$ <u>115.00</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. <u>Bridget Griffin Johnson</u> <u>April 1</u> , 2004 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 8		

CH \$116.00 600786 1499790

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

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made as of December 24, 2003, by and between Eagle Family Foods, Inc., a Delaware corporation (the "Assignor"), and Dean Specialty Foods Group, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement (the "Agreement"), dated of even date herewith, by and between the Assignee and the Assignor. Capitalized terms used herein that are not otherwise defined have the meanings ascribed to such terms in the Agreement.

BY THIS INSTRUMENT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns, all right, title and interest of Assignor in and to the trademarks, trade names and service marks used in the Business, including without limitation those set forth on Schedule 1 to this Assignment (collectively, the "Trademarks"), including all common law rights and goodwill associated therewith, and the entire right, title and interest in and to any and all claims and demands the Assignor may have either at law or in equity arising out of past, present or future third party infringement thereof, to have and to hold the Trademarks forever, free and clear of all encumbrances.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

The Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Trademarks with respect to any such Trademarks that are currently registered in the Assignor's name.

This Assignment will be binding on the Assignor and its successors and assigns, and will inure to the benefit of the Assignee and its successors and assigns.

Nothing contained in this Assignment will be deemed to supersede, limit, amend, supplement or modify any of the rights or obligations of the Assignor or the Assignee under the Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same Assignment.

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M WILLKIE FARR 37 FAX DEPT

(TUE) 12. 23' 03 19:04/ST. 19:03/NO. 4200000432 P 5

Executed as of the date first written above.

ASSIGNOR:

EAGLE FAMILY FOODS, INC.

By: Craig Steink
 Name: Craig Steink
 Title: CEO

ASSIGNEE:

DEAN SPECIALTY FOODS GROUP, LLC

By: _____
 Name: _____
 Title: _____

[Signature Page to Assignment of Trademarks]

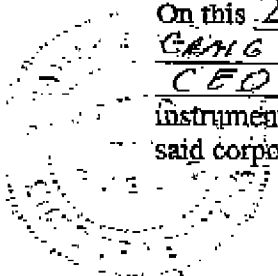
FROM WILLKIE FARR 37 FAX DEPT.

(TUE) 12. 23' 03 19:04/ST. 19:03/NO. 4200000432 P 6

1310567.2

STATE OF New York
COUNTY OF New York) ss:

On this 24th day of December, 2003, before me personally appeared GANG STEINKE, to me personally known, who, being duly sworn, did say that he is the CEO of EAGLE FAMILY FOODS, INC. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.



Damaris Rosario
Notary Public

DAMARIS ROSARIO
Notary Public, State of New York
No. 01RO4835453
Qualified in Orange County
Certificate Filed in New York County
Commission Expires Feb. 28, 2007

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of December, 2003, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of DEAN SPECIALTY FOODS GROUP, LLC. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature Page to Assignment of Trademarks]

s of the date first written above.

ASSIGNOR:

EAGLE FAMILY FOODS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

DEAN SPECIALTY FOODS GROUP, LLC

By:  _____
Ronald H. Klein
Authorized Signatory

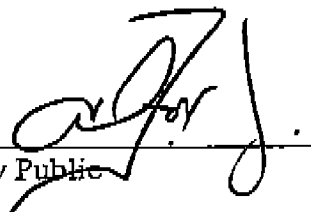
STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of December, 2003, before me personally appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of EAGLE FAMILY FOODS, INC. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

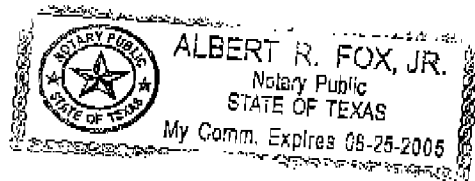
Notary Public

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On this 24th day of December, 2003, before me personally appeared Ronald H. Klein, to me personally known, who, being duly sworn, did say that he is the Authorized Signatory of DEAN SPECIALTY FOODS GROUP, LLC. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public



SCHEDULE 1
TRADEMARKS

MARK	Classes	Jurisdiction	Registration Number
Cremora	29	Australia	238844
Cremora	29	Benelux	106866
Cremora	29	Bermuda	27723
Cremora	29	Bolivia	56764
Cremora	31.1	Brazil	750133104
Cremora	29	Cambodia (Kampuchea)	2399
Cremora	29	Canada	208,242
Cremora	29	Colombia	97504
Cremora	30	Colombia	141763
Cremora (Colored Label)	29	Colombia	141764
Cremora (Colored Label)	32	Colombia	147816
Cremora	29	Costa Rica	17633
Cremora	29	Costa Rica	87827
Cremora	29	Croatia	921868
Cremora	54	Dominican Republic	9539
Cremora	29	Ecuador	98/57
Cremora Lite	29	El Salvador	119/46
Cremora	96	El Salvador	4604/21
Cremora	29	Estonia	14491
Cremora	29	France	1493062
Cremora	29	Georgia	3321
Cremora	29	Germany	1037754
Cremora	29	Greece	53337
Cremora	29	Guatemala	10084
Cremora	29	Honduras	7598
Cremora	29	Hong Kong	1789/72
Cremora	29	Indonesia	538.049
Cremora	30	Iran	33384
Cremora	29	Italy	758931
Cremora (and Katakana)	29	Japan	4063574
Cremora (and Katakana)	29	Japan	4145456
Cremora (and Katakana)	30	Japan	4145457
Cremora	29	Laos	1496
Cremora	29	Latvia	30998
Cremora	29	Lithuania	22410
Cremora	29	Malawi	78/91
Cremora	29	Malaya	59527
Cremora	29	Netherlands Antilles	1037
Cremora	29	Nicaragua	3919

MARK	Classes	Jurisdiction	Registration Number
Cremora	29	Norway	88628
Cremora	29	Panama	56551
Cremora	30	Peru	92102
Cremora	30	Puerto Rico	9799
Cremora	29	Sabah	15668
Cremora	29	Sarawak	11011
Cremora	29	Singapore	54699
Cremora	29, 30	Slovenia	9370005
Cremora	7	South Korea	212652
Cremora	29	Vietnam	8693
Cremora	47	Taiwan	61256
Cremora	42	Trinidad & Tobago	6395
Cremora	29	Ukraine	8695
Cremora	29	United Kingdom	277010
Cremora	29	United Kingdom	1028676
Bottle Shape Design (Cremora)	29	United States	1,499,790
Regency	29	United States	1,140,027
Cremora	29	United States	1,410,798
Cremora Royale	29	United States	2,606,778
Cremora	29	Uruguay	344633
Cremora	46	Venezuela	30522