

Form **PTO-1594**
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Dean Specialty Foods Group, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/16/2004

2. Name and address of receiving party(ies)

Name: Dean Specialty Intellectual Services, L.P.
Internal
Address: Suite 1200

Street Address: 2515 McKinney Avenue

City: Dallas State: TX Zip: 75201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,499,790;
1,410,798; 2,606,778; 1,140,027

Additional number(s) attached Yes 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

Suite 1200

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:


500785

DO NOT USE THIS SPACE

9. Signature.

Jackie T. Gwinn

Name of Person Signing


Signature

April 16, 2004

Date

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 \$115.00 600786 1499790

TRADEMARK ASSIGNMENT

This Trademark Assignment is by and between DEAN SPECIALTY FOODS GROUP, LLC, a Delaware Limited Liability Company having an address of 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201 ("Assignor") and DEAN SPECIALTY INTELLECTUAL PROPERTY SERVICES, L.P., a Delaware Limited Partnership, having an address of 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201 ("Assignee"):

WHEREAS, Assignor is the owner of all right, title and interest in and to the domestic marks set forth on Exhibit A attached hereto and to the foreign marks set forth on Exhibit B attached hereto (hereafter the "Marks") and the related trademark registrations and pending applications; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks and in and to the applications therefor, as a successor to the business of Assignor, or portion thereof, to which the Marks pertain and which business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, assign and set over to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Marks and the registrations and applications therefor, together with the goodwill of the business symbolized by the Marks throughout the world;

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Marks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed in a manner appropriate thereto, effective as of April 16, 2004.

ASSIGNOR:

DEAN SPECIALTY FOODS GROUP, LLC



Name: Lisa N. Tyson

Title: Vice President and Assistant Secretary

ASSIGNEE:

DEAN SPECIALTY INTELLECTUAL
PROPERTY SERVICES, L.P.
By: DIPS GP II, Inc., its General Partner

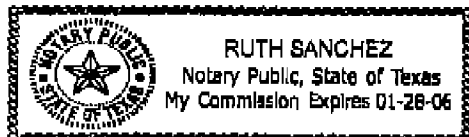
By: Bridget G. Johnson
Name: Bridget G. Johnson
Title: President

THE STATE OF TEXAS

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COUNTY OF DALLAS

On this 14th day of April, 2004, before me personally appeared Lisa N. Tyson, who being by me duly sworn did depose and say that she is Vice President and Assistant Secretary of Dean Specialty Foods Group, LLC, the corporation described in and which executed the foregoing Assignment; that she was authorized to sign the Assignment; and that she signed the foregoing Assignment as a free act on behalf of said corporation.



Ruth Sanchez
Notary Public
Name: RUTH SANCHEZ

My Commission Expires: 01-28-06

THE STATE OF TEXAS

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COUNTY OF DALLAS

On this 16th day of April, 2004, before me personally appeared Bridget G. Johnson, who being by me duly sworn did depose and say that she is President of DIPS GP II, the General Partner of Dean Specialty Intellectual Property Services, L.P., the corporation described in and which executed the foregoing Assignment; that she was authorized to sign the Assignment; and that she signed the foregoing Assignment as a free act on behalf of said corporation.



Brenda K. Carpenter
Notary Public
Name: Brenda K. Carpenter

My Commission Expires: October 28, 2007

EXHIBIT A**U.S. Trademark Registrations**

Mark	Registration No.	Registration Date
BOTTLE SHAPE DESIGN (Cremora)	1,499,790	08/09/1988
CREMORA	1,410,798	09/23/1986
CREMORA ROYALE	2,606,778	08/13/2002
REGENCY	1,140,027	09/30/1980

EXHIBIT B**Foreign Trademark Registrations**

Country	Mark	Class	Registration No.	Registration Date
Australia	CREMORA	29	238844	05/13/1970
Benelux	CREMORA	29	106866	12/31/1971
Bermuda	CREMORA	29	27723	03/19/1996
Bolivia	CREMORA	29	56764	07/29/1994
Brazil	CREMORA	31.1	750133104	02/07/1984
Cambodia (Kampuchea)	CREMORA	29	2399	01/01/1993
Canada	CREMORA	N/A	TMA208,242	07/11/1975
Colombia	CREMORA	29	97504	05/28/1982
Colombia	CREMORA	30	141763	08/11/1993
Colombia	CREMORA (colored label)	29	141764	08/11/1993
Colombia	CREMORA (colored label)	32	147816	11/10/1993
Costa Rica	CREMORA	29	17633	09/07/1996
Costa Rica	CREMORA	29	87827	08/08/1994
Croatia	CREMORA	29	921868	07/25/1996
Dominican Republic	CREMORA	54	9539	07/27/1956
Ecuador	CREMORA	29	98/57	03/19/1957
El Salvador	CREMORA	29	4604/21	03/16/1957
El Salvador	CREMORA LITE	29	119/46	01/17/1997
Estonia	CREMORA	29	14491	01/16/1995
France	CREMORA	29	1493062	10/28/1968
Georgia	CREMORA	29	3321	09/24/1996
Germany	CREMORA	29	1037754	09/02/1982
Greece	CREMORA	29	53337	07/17/1976
Guatemala	CREMORA	29	10084	04/12/1957
Honduras	CREMORA	29	7598	06/01/1957
Hong Kong	CREMORA	29	1789/72	07/15/1972
Indonesia	CREMORA	29	538.049	06/13/1994
Iran	CREMORA	30	33384	11/09/1968
Italy	CREMORA	29	758931	09/01/1998
Japan	CREMORA (and Katakana)	29	4145456	05/15/1998

EXHIBIT B cont'd

Country	Mark	Class	Registration No.	Registration Date
Japan	CREMORA (and Katakana)	29	4063574	10/03/1997
Japan	CREMORA (and Katakana)	30	4145457	05/15/1998
Laos	CREMORA	29	1496	10/20/1993
Latvia	CREMORA	29	30998	11/20/1995
Lithuania	CREMORA	29	22410	11/15/1996
Malawi	CREMORA	29	78/91	04/18/1991
Malaya	CREMORA	29	59527	05/06/1972
Netherlands Antilles	CREMORA	29	01037	07/10/1956
Nicaragua	CREMORA	29	3919	08/18/1975
Norway	CREMORA	29	88628	06/28/1973
Panama	CREMORA	29	56551	07/10/1992
Peru	CREMORA	30	92102	07/09/1991
Puerto Rico	CREMORA	30	9799	07/09/1956
Sabah	CREMORA	29	15668	06/10/1972
Sarawak	CREMORA	29	11011	06/02/1972
Singapore	CREMORA	29	T72/54699C	05/05/1972
Slovenia	CREMORA	29, 30	9370005	12/19/1994
South Korea	CREMORA	7	212652	04/12/1991
Taiwan	CREMORA	47	61256	01/01/1973
Trinidad and Tobago	CREMORA	42	6395	11/13/1972
Ukraine	CREMORA	29	8695	08/29/1997
United Kingdom	CREMORA	29	277010	11/04/1905
United Kingdom	CREMORA	29	1028676	04/29/1974
Uruguay	CREMORA	29	344633	04/04/1983
Venezuela	CREMORA	46	30522	07/26/1956
Vietnam	CREMORA	29	8693	07/10/1993