

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

SWISS II, LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 13, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Dean Intellectual Property Services, L.P.
Internal

Address: Suite 1200

Street Address: 2515 McKinney Avenue

City: Dallas

State: Texas

Country: United States Zip: 75201

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship Delaware
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 78/249008;
78/249029; and 78/249039

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & 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: Texas Zip: 75201

Phone Number: 214-303-3411

Fax Number: 214-721-1275

Email Address: tms@deanfoods.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 500785
Authorized User Name Jackie Gwinn

9. Signature:

Jackie Gwinn
Signature

August 13, 2004
Date

Jackie Gwinn

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 600786 78249008

TRADEMARK ASSIGNMENT

This Trademark Assignment is by and between SWISS II, LLC, a Delaware Limited Liability Company, having an address of 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201 ("Assignor") and Dean 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 (hereafter the "Marks") and the related trademark 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 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 has caused this Trademark Assignment to be duly executed in a manner appropriate thereto, on this 13th day of August, 2004.

SWISS II, LLC

By: 

Name: Lisa N. Tyson

Title: Vice President and Assistant Secretary

THE STATE OF TEXAS

§

COUNTY OF DALLAS

§

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On this 13th day of August, 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 SWISS II, 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

EXHIBIT A**U.S. Trademark Applications**

Mark	Serial No.	Filing Date
ROSS SWISS DAIRIES	78/249,008	5/13/2003
ROSS SWISS and design	78/249,029	5/13/2003
CAN YOU SAY ROSS SWISS WITHOUT A SMILE? and design	78/249,039	5/13/2003