

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dean Specialty Intellectual Property Services, L.P.		01/31/2005	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Dean Intellectual Property Services, L.P.		
Composed Of:	COMPOSED OF DIPS GP, Inc., a Delaware Corporation, its General Partner		
Street Address:	2515 McKinney Avenue		
Internal Address:	Suite 1200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78366827	CARB CONQUEST	
CORRESPONDENCE DATA			
Fax Number:	(214)721-1275		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2143033411		
Email:	tms@deanfoods.com		
Correspondent Name:	Bridget Griffin Johnson		
Address Line 1:	2515 McKinney Avenue		
Address Line 2:	Suite 1200		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Jackie Gwinn		
Signature:	/jackie gwinn/		

CH \$40.00 78366827

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REEL: 003018 FRAME: 0828

Date:

01/31/2005

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is by and between Dean Specialty Intellectual Property Services, L.P., a Delaware Limited Partnership, by its General Partner DIPS GP II, Inc., a Delaware corporation, having an address of 2515 McKinney Avenue, Suite 1200, Dallas, TX 75201, ("Assignor") and Dean Intellectual Property Services, L.P. a Delaware Limited Partnership having an address of 2515 McKinney Avenue, Suite 1200, Dallas, TX 75201 ("Assignee"):

WHEREAS, Assignor is the owner of all right, title and interest in and to the mark CARBCONQUEST, trademark Application Serial No. 78/366,827 (the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark, as a successor to the business of Assignor, or portion thereof, to which the Mark pertains 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 Mark and the application therefor, together with the goodwill of the business symbolized by the Mark throughout the world;

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Mark 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, effective as of January 31, 2005.

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

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On this 31st day of January, 2005, 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, Inc., 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

Brenda K. Carpenter, Notary Public

