

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/02/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dean Intellectual Property Services II, LP		07/02/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Ventura Foods, LLC
Street Address:	40 Pointe Drive
City:	Brea
State/Country:	CALIFORNIA
Postal Code:	92821
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	72216724	MARIE'S
Serial Number:	72086879	MARIE'S
Serial Number:	74362245	MARIE'S
Serial Number:	75002644	MARIE'S
Serial Number:	74641649	MARIE'S
Serial Number:	74391276	MARIE'S
Serial Number:	75846989	MARIE'S POURABLES
Serial Number:	78132417	WHAT MAKES IT. MAKES IT GREAT.

CORRESPONDENCE DATA

Fax Number: (858)509-4010
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858 509 4006

**TRADEMARK
 REEL: 003168 FRAME: 0153**

900033134

CH \$215.00 72216724

Email: sdipdocket@pillsburylaw.com
Correspondent Name: Pillsbury Winthrop Shaw Pittman LLP/GAH
Address Line 1: 11682 El Camino Real
Address Line 2: Suite 200
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Gabrielle Holley
Signature:	/GAHolley/
Date:	09/30/2005

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made to be effective as of August 22, 2005, by and among Ventura Foods, LLC, a Delaware limited liability company (the "Assignee"), and Dean Holding Company, a Wisconsin corporation ("DHC"), Dean Intellectual Property Services II, L.P., a Delaware limited partnership ("DIPS II"), and WhiteWave Services, LLC, a Delaware limited liability company (successor by merger to Morningstar Services, Inc., a Delaware corporation) ("WWS") (DHC, DIPS II, and WWS collectively, the "Assignors"), with reference to the following facts and circumstances:

WHEREAS, DIPS II, WWS, and Assignee are parties to an Asset Purchase Agreement dated July 2, 2005 (hereinafter, the "Asset Purchase Agreement");

WHEREAS, the Assignor indicated on Schedule 1 is the owner of the patents and trademarks and registrations therefor as specifically identified in Schedule 1 attached hereto and incorporated herein by reference (hereinafter, the "MARIE'S Patents and Trademarks"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the MARIE'S Patents and Trademarks.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, each Assignor, as applicable, does hereby assign and transfer unto Assignee all right, title and interest in and to the MARIE'S Patents and Trademarks together with the goodwill of the business symbolized by the trademarks specifically included in the Marie's Patents and Trademarks, and such rights, title, and interest include, without limitation, any and all causes of action heretofore accrued in each Assignor's favor for infringement or other violation of the aforesaid rights.

Assignors do hereby expressly agree that Assignee may singly, and without assistance or consent from Assignors, undertake procedures to record the transfer of the MARIE'S Patents and Trademarks in the United States Patent and Trademark Office or other applicable agency or governmental entity in any country in the world, and that each Assignor shall forthwith, upon Assignee's written request and sole expense, take any and all reasonable steps to execute, acknowledge, and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee or to record this Assignment, and facilitate Assignee's full enjoyment and enforcement of said rights and causes of action.

This Assignment is intended only to evidence the assignment of the MARIE'S Patents and Trademarks discussed specifically in this document in Schedule 1 to Assignee.

This Assignment is executed and delivered in connection with the Asset Purchase Agreement and anything to the contrary set forth herein notwithstanding, nothing herein shall in any way supersede, limit, amend, supplement, modify, vary or enlarge the rights, obligations, promises, agreements, representations and warranties of the parties as set forth in said Asset Purchase Agreement. In the event of a conflict or inconsistency between the terms of the Asset

Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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.

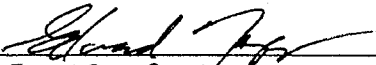
This Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Assignment.

In testimony whereof, the parties have caused this Assignment to be executed by their duly authorized representatives.

Executed to be effective as of the date first written above.

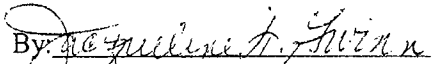
THE ASSIGNORS:

DEAN HOLDING COMPANY

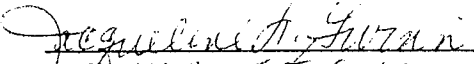
By: 
Name: EDWARD FUGGER
Title: AUTHORIZED SIGNATORY

DEAN INTELLECTUAL PROPERTY SERVICES
II, L.P.

By: DIPS GP II, LLC,
General Partner

By: 
Name: JACQUELINE T. GWINN
Title: VICE PRESIDENT & SECRETARY

WHITEWAVE SERVICES, LLC

By: 
Name: JACQUELINE T. GWINN
Title: PRESIDENT

THE ASSIGNEE:

VENTURA FOODS, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Assignment of Intellectual Property]

Executed to be effective as of the date first written above.

THE ASSIGNORS:

DEAN HOLDING COMPANY

By: _____
Name: _____
Title: _____

DEAN INTELLECTUAL PROPERTY SERVICES
II, L.P.

By: DIPS GP II, LLC,
General Partner

By: _____
Name: _____
Title: _____

WHITEWAVE SERVICES, LLC

By: _____
Name: _____
Title: _____

THE ASSIGNEE:

VENTURA FOODS, LLC

By: Richard L. Mazur
Name: RICHARD L. MAZUR
Title: PRESIDENT & CEO

[Signature Page to Assignment of Intellectual Property]

SCHEDULE 1

INTELLECTUAL PROPERTY

MARIE'S Patents

Country	Title	Owner	Status	Serial No.	Filing Date	Patent No.	Issue date	Maint/ issue fee due	Expiration Date
United States	Marie's Dressing Bottle Food Product Container	WhiteWave Services, LLC	Issued	29/183,336	6/10/03	D495,959	9/14/04	Design patent; no maintenance fees	9/14/2018
United States	Marie's Jar 13.96 fluid oz Food Product Container	WhiteWave Services, LLC	Issued	29/183,338	6/10/03	D496,285	9/21/04	Design patent; no maintenance fees	9/21/2018
United States	Marie's Jar 27.39 fluid oz Food Product Container	WhiteWave Services, LLC	Issued	29/183,339	6/10/03	D495,960	9/14/04	Design patent; no maintenance fees	9/14/2018

MARIE'S Trademarks

Mark: *MARIE'S*

ID	Country	Owner	Application #	Registration #	Status	Classes	Goods & Services
9569	United States	Dean Intellectual Property Services II, L.P.	72/216724	813,108	Registered	30	Cheese dressing, thousand island dressing, mayonnaise, French dressing, Italian dressing, tartar sauce, sour cream potato topping, barbeque sauce, tomato horseradish, mustard horseradish, sour cream horseradish, pure prepared horseradish, maple syrup, and ham glaze
9421	United States	Dean Intellectual Property Services II, L.P.	72/086879	738,304	Registered	29	Cheese-flavored salad dressing.
9703	Japan	Dean Holding Company	38213/1981	2095983	Registered	31	Salad dressing and all other goods belonging to this class
9570	United States	Dean Intellectual Property Services II, L.P.	74/362245	1,815,051	Registered	29, 30	29-Salad dressings and dips 30-Sauces, namely, vinaigrettes and glazes
9568	United Kingdom	Dean Holding Company		1161205	Registered	29	Refrigerated salad dressings

ID	Country	Owner	Application #	Registration #	Status	Classes	Goods & Services
9696	Canada	Dean Holding Company	289,182	TMA145,575	Registered		Cheese dressings, thousand island dressing, mayonnaise, French dressing, Italian dressing, tartar sauce, potato topping, barbeque sauce, tomato horseradish, mustard horseradish, sour cream horseradish, pure horseradish, maple syrup and ham glaze
9695	Canada	Dean Holding Company	265,145	TMA126,855	Registered		Cheese dressing
9571	United States	Dean Intellectual Property Services II, L.P.	75/002644	2,011,861	Registered	30	Salsa
9572	United States	Dean Intellectual Property Services II, L.P.	74/641649	2,000,406	Registered	30	Croutons

Mark: *MARIE'S and Design*

ID	Country	Owner	Application #	Registration #	Status	Classes	Goods & Services
9573	United States	Dean Intellectual Property Services II, L.P.	74/391276	1,915,218	Registered	29, 30	29-Dips 30-Salad dressings, sauces; namely, vinaigrettes

Mark: *MARIE'S POURABLES*

ID	Country	Owner	Application #	Registration #	Status	Classes	Goods & Services
9511	United States	Dean Intellectual Property Services II, L.P.	75/846989	2,489,026	Registered	30	Salad dressings

Mark: *WHAT MAKES IT. MAKES IT GREAT*

ID	Country	Owner	Application #	Registration #	Status	Classes	Goods & Services
9545	United States	Dean Intellectual Property Services II, L.P.	78/132417	2,783,273	Registered	29, 30	29- dairy-based dips 30-salad dressings