

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/28/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ideal Dairy Farms Inc.		02/28/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Dean Northeast, LLC
Street Address:	2515 McKinney Avenue
Internal Address:	Suite 1200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76636448	IDEAL DAIRY FARMS

CORRESPONDENCE DATA

Fax Number: (214)721-1275
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-303-3411
 Email: tms@deanfoods.com
 Correspondent Name: Bridget G. Johnson
 Address Line 1: 2515 McKinney Avenue
 Address Line 2: Suite 1200
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10525
NAME OF SUBMITTER:	Jacqueline T. Gwinn

CH \$40.00 76636448

Signature:	/jacqueline t. gwinn/
Date:	06/12/2006
Total Attachments: 4 source=Ideal Dairy to Dean NE#page1.tif source=Ideal Dairy to Dean NE#page2.tif source=Ideal Dairy to Dean NE#page3.tif source=Ideal Dairy to Dean NE#page4.tif	

ASSIGNMENT OF TRADEMARKS/INTELLECTUAL PROPERTY

This Assignment of Trademarks/Intellectual Property (this "Assignment") is made to be effective as of February 28, 2006, by and between Dean Northeast, LLC, a Delaware Limited Liability Company, now known as Garelick Farms, LLC ("Assignee"), and Ideal Dairy Farms Inc., a New Jersey corporation ("Assignor"), with reference to the following facts and circumstances:

WHEREAS, Mendez Dairy, Inc., a New Jersey corporation, is doing business as Ideal Dairy Farms Inc.;

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated February 9, 2006 (hereinafter, the "Agreement").

WHEREAS, Assignor is the sole owner of all rights in and to the copyrights (the "Copyrights") and the trademarks and applications therefor (collectively, the "Trademarks") as such Copyrights and Trademarks are specifically identified in Schedule 1 attached hereto and incorporated herein by reference; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Copyrights and Trademarks.

KNOW BY THESE PRESENTS, that, pursuant to the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Copyrights, the Trademarks, the goodwill of the business symbolized by the Trademarks, and all claims and causes of action for any current or past infringements of the Trademarks and Copyrights and the rights to recover and retain all damages and/or other relief in connection with such claims and causes of actions.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, record the transfer of the Trademarks and Copyrights in the United States Patent and Trademark Office and the United States Copyright Office, as the case may be, and/or in any other applicable agency or governmental entity in any country in the world.

Nothing contained in this Assignment will be deemed to supersede, limit, amend, supplement, modify, vary or enlarge any of the rights, obligations, covenants, agreements, representations and warranties of the parties under the Agreement, this Assignment being intended only to effect the assignment of the Copyrights and Trademarks to Assignee, as contemplated in the Agreement.

This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

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.

[Signature Page Follows]

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

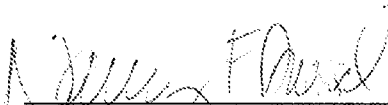
ASSIGNOR:

IDEAL DAIRY FARMS, INC.

By: 
Name: Michelle Parkes
Title: Chief Financial Officer

ASSIGNEE:

DEAN NORTHEAST, LLC
(now known as Garelick Farms, LLC)

By: 
Name: Nancy F. Duesel
Title: Vice President

SCHEDULE 1
INTELLECTUAL PROPERTY

Trademarks

Federal

Title	Country	Owner	Application #	Registration #	Status	Classes	Goods & Services
IDEAL DAIRY FARMS (Block Letters)	United States	Ideal Dairy Farms Inc.	76-636448	N/A	Pending -- Initialized as of May 2, 2005	29 -- Meats and Processed Foods	Milk, Skim milk, Non-fat milk, low fat milk and spring water.

Common Law

IDEAL DAIRY FARMS INC.

IDEAL DAIRY FARMS



Copyrights



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[Schedule 1 to Assignment of Trademarks/Intellectual Property]