

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
Orchards Hawaii, Inc.		03/30/2007	CORPORATION: HAWAII
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: 2			
Property Type	Number	Word Mark	
Serial Number:	74201181	ORCHARDS HAWAII	
Serial Number:	76615607	ORCHARDS HAWAII	
CORRESPONDENCE DATA			
Fax Number:	(214)721-1275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-303-3411		
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 T. Gwinn		
Signature:	/jackie t. gwinn/		

CH \$65.00 74201181

Date:

04/12/2007

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made as of March 30, 2007 by and between Orchards Hawaii, Inc., a Hawaii corporation (the "Assignor") and Dean Intellectual Property Services, L. P. (the "Assignee"). Reference is made to the Asset Purchase Agreement (the "Agreement"), dated as of March 30, 2007, by and among the Assignee, the Assignor, Southern Foods Group, L.P., and with respect to those sections noted on the signature pages of the Agreement only, Peter D. Baldwin, Peter Damon Baldwin Revocable Living Trust, Russell L. Burns, Jeffrey Mahnken Baldwin, Richard Conrad Baldwin and Christopher Damon Baldwin (the "Shareholders"). Capitalized terms used in this certificate that are not otherwise defined have the meanings given to such terms in the Agreement.

BY THIS ASSIGNMENT, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee and its successors and permitted assigns, all of the Assignor's right, title and interest, including all common law rights and goodwill associated therewith, and the entire right, title and interest in and to any and all claims and demands it may have either at law or in equity arising out of past, present or future third party infringement thereof, in and to the trademarks, trade names and service marks used in Assignor's business, including those set forth in Schedule 1 to this Assignment (the "Trademarks"), to have and to hold the Trademarks forever, free and clear of all encumbrances.

The Assignor covenants with the Assignee that the Assignor will take all such further actions, execute and deliver all such further documents and do all other acts and things as the Assignee may reasonably request for the purpose of carrying out the intent of this Assignment.

The Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Assignee as the owner of the Trademarks with respect to any such Trademarks that are currently registered in the Assignor's name.

This Assignment will be binding on the Assignor and its successors and permitted assigns, and will inure to the benefit of the Assignee and its successors and permitted assigns. Nothing contained in this Assignment will be deemed to amend, supplement or modify any of the rights or obligations of the Assignor or the Assignee under the Agreement.

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ASSIGNEE:

DEAN INTELLECTUAL PROPERTY SERVICES, L.P.

By: DIPS GP, Inc.,
as its General Partner

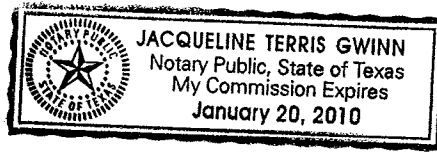
By: Bridget G. Johnson
Name: Bridget G. Johnson
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 2nd day of ~~March~~^{April} 2007, by Bridget G. Johnson the President of DIPS GP, Inc., as the general partner of Dean Intellectual Property Services, L.P. on behalf of said limited partnership.

[SEAL]

Jacqueline Terris Gwinn
Notary Public in and for
the State of [Texas]



My Commission Expires:

1/20/2010

SCHEDULE 1
TRADEMARKS

MARK	OWNER	Jurisdiction	Registration/Serial Number
Orchards Hawaii (Class: 016, 025, 028)	Orchards Hawaii, Inc	US	74/201181
Orchards Hawaii (Class 032)	Orchards Hawaii, Inc	US	76/615607