

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 Intellectual Property Services II, L.P.		12/19/2007	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Ventura Foods, LLC		
Street Address:	40 Pointe Drive		
City:	Brea		
State/Country:	CALIFORNIA		
Postal Code:	92821-3698		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2851876	THE CHIP MAGNET	
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		
ATTORNEY DOCKET NUMBER:	9546		
NAME OF SUBMITTER:	Jacqueline T. Gwinn		
Signature:	/jacqueline t. gwinn/		

CH \$40.00 2851876

Date:

12/19/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment is by and between Dean Intellectual Property Services II, L.P., a Delaware Limited Partnership, having an address of 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201 ("Assignor") and Ventura Foods, LLC, a Delaware Limited Liability Company, having an address of 40 Pointe Drive, Brea, California, USA, 92821-3698 ("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 and to the foreign marks set forth on Exhibit B attached hereto (hereafter the "Marks") and the related trademark registrations and 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 registrations and 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, the parties hereto have caused this Trademark Assignment to be duly executed in a manner appropriate thereto.

DEAN INTELLECTUAL PROPERTY
SERVICES II, L.P.
By DIPS GP II, LLC, its General Partner

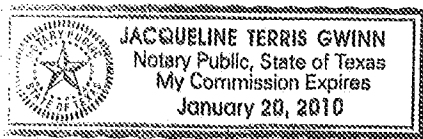
VENTURA FOODS, LLC

By: Bridget G. Johnson
Name: Bridget G. Johnson
Title: President
Date: December 19, 2007

By: Daniel J. McCarrel
Name: Daniel J. McCarrel
Title: Vice President and Assoc. General Counsel
Date: Dec. 17, 2007

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 17th day of December, 2007, 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, LLC, the General Partner of DEAN INTELLECTUAL PROPERTY SERVICES II, L.P., the Limited Partnership 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 Limited Partnership.



Jacqueline Terris Gwinn
Notary Public
Name: JACQUELINE TERRIS GWINN

My Commission Expires: 1-20-2010

State of California
County of Orange

On Dec. 17, 2007, before me, Kathryn Riley, a Notary Public, personally appeared DANIEL J. MCCARREL, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Kathryn Riley (seal)
Notary Public

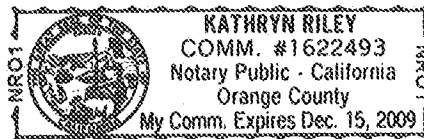


EXHIBIT A

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
THE CHIP MAGNET	2,851,876	6/8/2004

EXHIBIT B

Foreign Trademark Registrations

Country	Mark	Class	Registration No.	Registration Date
Mexico	THE CHIP MAGNET	29	918476	1/31/2006

Foreign Pending Trademark Applications

Country	Mark	Class	Application No.	Application Date
Canada	THE CHIP MAGNET	N/A	1,272,364	9/8/2005