

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Maid, Inc.		04/09/2008	CORPORATION: 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	
Registration Number:	2617570	HEALTH MAID	
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:	10752		
NAME OF SUBMITTER:	Jacqueline T. Gwinn		
Signature:	/Jacqueline T. Gwinn/		

CH \$40.00 2617570

TRADEMARK

Date:

04/17/2008

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made to be effective as of April 9, 2008, by and between Health Maid, Inc. ("Assignor"), a Delaware corporation and Dean Intellectual Property Services, L.P. ("Assignee"), a Delaware limited partnership and Affiliate of Friendship Dairies, LLC ("Buyer"), a Delaware limited liability company, and, with reference to the following facts and circumstances:

WHEREAS, Assignor, Assignee, Buyer, and for purposes of only those sections set forth on the signature page of the Agreement, Martin Schanback, Murray Verlin, Helen Schwartz, Francine Gosseen, Adam Verlin and Tara Verlin, the sole shareholders of the Assignor, are parties to an Asset Purchase Agreement (the "Agreement") dated April 7, 2008. Capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to such terms in Section 7.14 of the Agreement or in the section of the Agreement to which such term is cross-referenced in Section 7.14 of the Agreement;

WHEREAS, Assignor is the owner of the trademarks, trade names, domain names, and logos relating to the Business, and applications therefor, specifically identified in Schedule 1 attached hereto and incorporated herein by reference (the "Trademark Assets"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark Assets.

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, conveys, assigns, transfers and delivers to Assignee all right, title and interest in and to the Trademark Assets, including all common law rights and goodwill associated therewith, and the entire right, title and interest in and to any and all claims, demands and causes of action the Assignor may have either at law or in equity arising out of past, present or future infringements of the Trademark Assets and the rights to recover and retain all damages and/or other relief in connection with such claims, demands and causes of action, to have and to hold the Trademark Assets forever, free and clear of all encumbrances.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, record the transfer of the Trademark Assets in the United States Patent and Trademark Office, as the case may be, and/or in any other applicable agency or governmental entity in any country in the world, and 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 Assignee as the owner of the Trademark Assets with respect to any such Trademark Assets that are currently registered in Assignor's name.

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


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:

HEALTH MAID, INC.

By: 
Name: Martin Schanback
Title: President of Healthmaid, Inc.

ASSIGNEE:

DEAN INTELLECTUAL PROPERTY SERVICES,
L.P.

By: _____
Name:
Title:

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

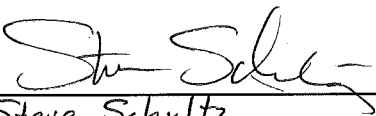
ASSIGNOR:

HEALTH MAID, INC.

By: _____
Name:
Title:

ASSIGNEE:

DEAN INTELLECTUAL PROPERTY SERVICES,
L.P.

By: 
Name: Steve Schultz
Title: Authorized Signator

SCHEDULE 1

Trademark Assets

1. The Company currently owns the following trademark:

Mark	Registration & Serial Numbers	Registered	Declaration of Continued Use*	Registration Renewal*
Health Maid	RN: 261750 SN: 76259629	September 10, 2002	September 2007-2008	September 2011-2012

* Declaration of Continued Use must be filed between 5th & 6th year and filing for Registration Renewal must be completed between the 9th & 10th year after initial registration.

2. Formulas for all products used in the Business (including current, prior and under development).
3. The Buyer currently owns the following trademarks, which have been used beneficially by the Company and its beneficial rights are included in the Assets :

Mark	Registration & Serial Numbers	Registered	Declaration of Continued Use*	Registration Renewal*
Squeeze Yogurt "To-Go!" **	RN: 2977691 SN: 76546997	July 26, 2005	July 2010-2011	July 2014-July 2015
Yo-Geeeee! **	RN: 2995588 SN: 76532322	September 13, 2005	September 2010-1011	September 2014-2015

* Declaration of Continued Use must be filed between 5th & 6th year and filing for Registration Renewal must be completed between the 9th & 10th year after initial registration.

4. Fungo – unregistered trademark used on 2 color yogurt (cotton candy/cherry)
5. Wiggo – unregistered trademark used on gelatin

[Schedule 1 to Assignment of Intellectual Property]