

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
Atlanta Dairy LLC		04/07/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Dean Intellectual Property Services II, L.P.
Composed Of:	COMPOSED OF DIPS GP II, LLC, a Delaware Limited Liability Company, 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: 7

Property Type	Number	Word Mark
Registration Number:	3350717	KATIE
Serial Number:	76674067	ATLANTA DAIRIES
Registration Number:	2199767	KINNETT
Registration Number:	2768498	MATHIS DAIRY
Registration Number:	1269403	PEELERS FARM FRESH
Registration Number:	1268691	PEELERS
Registration Number:	1268692	PEELERS

CORRESPONDENCE DATA

Fax Number: (214)721-1275
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-303-3411

CH \$190.00 3350717

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/
Date:	08/06/2008

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "*Assignment*") is made effective as of April 7, 2008 (the "*Effective Date*"), by Atlanta Dairy LLC, a Delaware limited liability company ("*Assignor*") and Dean Intellectual Property Services II, LP, a Delaware limited partnership ("*Assignee*").

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement dated March 10, 2008, executed by and among Dean Transportation, Inc., an Ohio corporation, Mayfield Dairy Farms, LLC, a Delaware limited liability company, Land-O-Sun Dairies, LLC, a Delaware limited liability company, Assignee, Assignor and Southeast Milk, Inc., a Florida agricultural marketing association, as amended by that certain Amendment to Asset Purchase Agreement dated as of April 7, 2008 (as amended, the "*Asset Purchase Agreement*"), Assignor has agreed to assign to Assignee all right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on the attached Exhibit A (the "*Trademarks*"); and

WHEREAS, Assignee desires to obtain, all right, title and interest in the Trademarks according to the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, all registrations and pending applications for the Trademarks, and the right to sue for, settle, or release any past, present, or future infringement of the Trademarks.

Section 2. Assistance. From time to time, as and when requested by any Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile, or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ATLANTA DAIRY LLC

DEAN INTELLECTUAL PROPERTY SERVICES II, LP

By: 
Name: Calvin Covington
Title: Chief Executive Officer

By: _____
Name: Steve Schultz
Title: Authorized Signatory

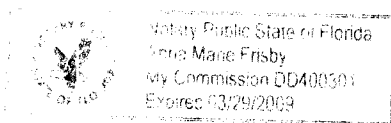
Signature Page to Trademark Assignment

TRADEMARK
REEL: 003830 FRAME: 0349

State of Florida)
)ss:
County of MARION)

On this 7 day of April, 2008, personally appeared Calvin Covington, to me known to be the Chief Executive Officer of Atlanta Dairy LLC, the assignor above named, and acknowledged that he executed the foregoing assignment agreement on behalf of said assignor and pursuant to authority duly received.

Notary Public Signature



Anna Marie Frisby

State of _____)
)ss:
County of _____)

On this _____ day of April, 2008, personally appeared Steve Schultz, to me known to be an authorized signatory of Dean Intellectual Property Services II, LP, the assignee above named, and acknowledged that he executed the foregoing assignment agreement on behalf of said assignee and pursuant to authority duly received.

Notary Public Signature

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ATLANTA DAIRY LLC

DEAN INTELLECTUAL PROPERTY
SERVICES II, LP

By: _____
Name: Calvin Covington
Title: Chief Executive Officer

By:  _____
Name: Steve Schultze
Title: Authorized Signatory

State of _____)
)ss:
County of _____)

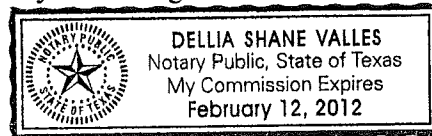
On this _____ day of April, 2008, personally appeared Calvin Covington, to me known to be the Chief Executive Officer of Atlanta Dairy LLC, the assignor above named, and acknowledged that he executed the foregoing assignment agreement on behalf of said assignor and pursuant to authority duly received.

Notary Public Signature

State of Texas)
)ss:
County of Dallas)

On this 7th day of April, 2008, personally appeared Steve Schultz, to me known to be an authorized signatory of Dean Intellectual Property Services II, LP, the assignee above named, and acknowledged that he executed the foregoing assignment agreement on behalf of said assignee and pursuant to authority duly received.

Notary Public Signature



Delia Shane Valles

Exhibit A
Trademarks

Katie the Cow – Trademark Registration No. 3,350,717

Atlanta Dairies – Trademark Registration in Process

Atlanta Dairy – Unregistered Trademark

Kinnett – Trademark Registration No. 2199767

Mathis Dairy – Trademark Registration No. 2768498

Peelers Farm Fresh – Trademark Registration No. 1269403

Peelers – Trademark Registration Nos. 1268691 and 1268692

Peelers – Trademark Registration No. 1269403