

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
Driggs Farms of Indiana, Inc.		09/22/2008	CORPORATION: INDIANA

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: 6

Property Type	Number	Word Mark
Registration Number:	2999265	AMERICAN PRIDE
Registration Number:	1640081	DELICIOUS
Registration Number:	1899083	DELICIOUS
Registration Number:	1245919	DRIGGS FARMS
Registration Number:	2892804	EL PREMIO
Registration Number:	3051767	NET 4

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 Griffin Johnson
 Address Line 1: 2515 McKinney Avenue

CH \$165.00 2999265

Address Line 2: Suite 1200
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Jacqueline T. Gwinn

Signature: /jacqueline t. gwinn/

Date: 09/26/2008

Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made to be effective as of 12:01 A.M. on September 22, 2008, by and among Dean Intellectual Property Services, LP (the "Assignee"), Driggs Farms of Indiana, Inc., a corporation formed under the laws of the State of Indiana ("Driggs Inc."), and its wholly owned subsidiary Driggs Farms, LLC, a limited liability company formed under the laws of the State of Indiana (together with Driggs Inc., "Assignor"). Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of August 29, 2008 (the "Agreement"), by and among Assignee, Dean Foods Company, solely for the purposes of Section 6.20 of the Agreement, and Assignor. Capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks, trade names, domain names, logos, and all common law rights relating thereto (collectively, the "Trademarks") as identified in Schedule 1 attached hereto and incorporated herein by reference; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the 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, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, the goodwill of the business symbolized by the Trademarks, together with all benefits of the registrations and applications for registration therefore to the extent they exist and all right, title and interest in and to any renewals and extensions that may be granted, and all claims and causes of action for any current or past infringements of the Trademarks and the rights to recover and retain all damages and/or other relief in connection with such claims and causes of action; provided, however, 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 Trademarks to Assignee, as contemplated in the Agreement.

Assignor does hereby expressly agree that Assignee may singly, and without consent from Assignor, record the transfer of the Trademarks in the United States Patent and Trademark Office and/or in any other applicable agency or governmental entity in any country in the world. Assignor agrees that it shall furnish, execute, verify and acknowledge such documents or information and shall otherwise execute documents necessary for the transfer and recordal of the assignments and perform such other acts as may be required to perfect and vest title in the Trademarks in Assignee. Assignor further agrees to furnish to Assignee, at Assignee's expense, such information as may reasonably be requested by Assignee and readily available to Assignor in order to further prosecute, renew, protect or assign the Assigned Marks.

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.]

DRIGGS FARMS, LLC

By: [Signature]
Name: Howard H. Driggs, Jr.
Title: President

THE STATE OF Ohio
COUNTY OF Cuyahoga

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The foregoing instrument was acknowledged before me this 19 day of September 2008, by Howard Driggs, the President of Driggs Farms, LLC, an Ohio limited liability company, on behalf of said company.

[Signature]
Notary Public in and for
the State of Ohio

My Commission Expires:



GENE R. ABERCROMBIE
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Executed to be effective as set forth written above.

ASSIGNOR:

DRIGGS FARMS OF INDIANA, INC.

By: *[Signature]*
Name: Howard H. Driggs, Jr.
Title: President

THE STATE OF Ohio

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COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 19 day of September 2008, by Howard Driggs, the President of Driggs Farms of Indiana, Inc., an Indiana corporation, on behalf of said company.

[Signature]
Notary Public in and for
the State of Ohio

My Commission Expires:
.....

[SEAL]



GENE R. ABERCROMBIE
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

ASSIGNEE:

DEAN INTELLECTUAL PROPERTY SERVICES, LP

By: DIPS GP, Inc., its General Partner

By: Steve Schultz
Name: Stephen Schultz
Title: Authorized Signatory

THE STATE OF Texas
COUNTY OF Dallas

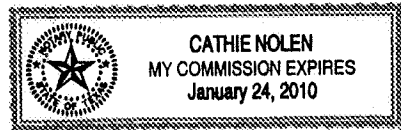
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The foregoing instrument was acknowledged before me this 19 day of September 2008, by Steve Schultz, the Authorized Signatory of DIPS GP, Inc., General Partner of Dean Intellectual Property Services, LP, on behalf of said company.

Cathie Nolen
Notary Public in and for
the State of Texas

My Commission Expires: Jan. 24, 2010



[SEAL]



SCHEDULE 1

1. TRADEMARKS

<u>TM Records</u>	<u>Trademark/SN/RN</u>	<u>Status/Status Date</u>	<u>Brief Goods/Services</u>	<u>Owner</u>	<u>Design Description</u>
US Federal	AMERICAN PRIDE SN:78-429143 RN:2,999,265	Registered September 20, 2005	(Int'l Class: 30) Ice cream, low fat ice cream, sherbet, ice cream bars, ice cream sandwiches, ice cream sundae nut cones, fudge bars, flavored ices, and flavored ice bars; frozen desserts, namely, mellorine, frozen yogurt, and frozen confections	Driggs Farms of Indiana, Inc. (Indiana Corp.) 400 South Chamber Drive Decatur Indiana,46733	
US Federal	DELICIOUS SN:74-059571 RN:1,640,081	Renewed Supplemental Register 8 Accepted April 2, 2001	(Int'l Class: 30) Ice cream, ice milk, frozen yogurt and sherbet	Driggs Farms of Indiana Inc (Indiana Corp.) Po Box 820 Decatur Indiana,467330820	
US Federal	DELICIOUS (Stylized) <i>Delicious</i> SN:74-447246 RN:1,899,083	Renewed Principal Register - Sec. 2(F) 8 & 15 June 13, 2005	(Int'l Class: 30) Ice cream; ice milk; frozen yogurt and sherbet; and frozen novelty foods; namely, ice cream bars, ice cream sandwiches, ice cream sundae nut cones, fudge bars, flavored water ice and twin pops, and other ice cream and frozen sherbet confections	Driggs Farms of Indiana, Inc. (Indiana Corp.) 400 South Chamber Drive Po Box 820 Decatur Indiana,46733	
US Federal	DRIGGS FARMS SN:73-308137 RN:1,245,919	Renewed 8 & 15 July 19, 2003	(Int'l Class: 30) Ice cream, ice milk and frozen yogurt	Driggs Farms of Indiana, Inc. (Indiana Corp.) 400 South Chamber Drive Decatur Indiana,46733	

TM Records	Trademark/SN/RN	Status/Status Date	Brief Goods/Services	Owner	Design Description
US Federal	EL PREMIO and Design  SN:76-526512 RN:2,892,804	Registered October 12, 2004	(Int'l Class: 30) Ice cream, sherbet, ice cream bars, ice cream sandwiches, ice cream sundae nut cones, fudge bars, flavored ices, and flavored ice bars; frozen desserts, namely, mellorine, frozen yogurt, and frozen confections	Driggs Farms of Indiana, Inc. (Indiana Corp.) 400 South Chamber Drive Decatur Indiana,46733	THE MARK CONSISTS OF A SCRIPT FORM OF EL PREMIO WITH A STAR USED AS A DOT FOR THE LETTER I.
US Federal	NET 4 (Stylized)  SN:78-453419 RN:3,051,767	Registered January 24, 2006	(Int'l Class: 30) Ice cream, ice cream bars, ice cream sandwiches, ice cream sundae nut cones, fudge bars, flavored ices, and flavored ice bars	Driggs Farms of Indiana, Inc. (Indiana Corp.) 400 South Chamber Drive Decatur Indiana,46733	
US State	DELITE RN:9,285	OH: Renewed April 29, 2001	(Int'l Class: 29) Meats and processed foods	Driggs Farms of Indiana Inc. 400 South Chamber Drive P.O. Box 820 Decatur Indiana,46733	
US State	DRIGGS FARMS RN:TM8272	OH: Renewed April 28, 1998	(Int'l Class: 29) Meats and processed foods	Driggs Farms of Indiana, Inc. 400 South Chamber Drive Decatur Indiana,46733	
US State	DRIGGS FARMS RN:50,098,681	IN: Renewed March 10, 1998	(Int'l Class: 30) Ice cream products	Driggs Farms of Indiana, Inc. (Indiana Corp.) 400 S. Chamber Drive Decatur Indiana,46733	

2. DOMAIN NAME

www.driggsfarms.com