

TRADEMARK ASSIGNMENT

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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
Stanpac USA, LLC		04/28/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dean Intellectual Property Services II, Inc.		
Street Address:	2515 McKinney Avenue		
Internal Address:	Suite 1200		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0677442	NUTTY BUDDY	
Registration Number:	0887952	NUTTY BUDDY	
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 0677442

Date:

05/14/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of Apr. 12th, 2009, is made by and between Stanpac USA, LLC, a Delaware Limited Liability Company, having a principal place of business at P.O. Box 584, Lewiston, New York 14092-0584 ("Assignor") and Dean Intellectual Property Services II, Inc., a Delaware corporation having a principal place of business at 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201 ("Assignee").

RECITALS

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, all of Assignor's rights in and to certain trademarks used by Assignor in the operation of its business, including, without limitation, the right, title and interest in, to and under the trademarks as used in Assignor's business, together with the goodwill of the business symbolized by the same.

NOW, THEREFORE, for Fifteen Thousand Dollars (\$15,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, sell, assign, transfer and convey to Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the trademarks and the registrations therefor, together with the goodwill of the business symbolized by the trademarks throughout the world, the parties intending to be legally bound agree as follows:

1. Trademark Ownership: Assignor represents and warrants that it owns the entire right, title and interest in, to and under the trademarks, together with the goodwill of the business symbolized by the trademarks, which are identified and described in Exhibit A, attached hereto. The marks are collectively referred to as the "Trademarks." Assignor's rights include all common law rights to the Trademarks and all registration rights conferred by the United States Trademark Office or other foreign national trademark offices. Assignor's rights further include the right to assign the Trademarks under the terms and conditions of this Assignment without violation of any contractual or legal obligations Assignor may have to any other party. Assignor further represents and warrants that it is unaware of any trademark rights of a third party that would infringe, or be infringed by, the Trademarks.

2. Trademark Assignment: Assignor does hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Trademarks that are used by Assignor in its business, including without limitation the Trademarks set forth in the attached Exhibit A, the goodwill of the business symbolized by the Trademarks, the registrations and application(s) for registration thereof in all countries, and all common law rights. This sale, assignment and transfer includes the right to recover all damages resulting from prior infringement of such Trademarks, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres.

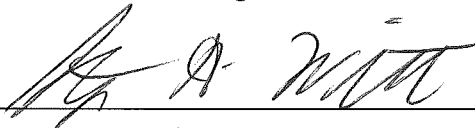
3. Cessation of Use of the Trademarks and Agreement Not to Use or Register Similar Marks or Domain Names: Upon execution of this Assignment, Assignor agrees to cease from all further use of the Trademarks, the rights to which are sold, assigned and transferred pursuant to this Assignment, and agrees not to use or register any mark, name or domain name that is similar or confusingly similar to such Trademarks.

4. Delivery of Materials: Upon execution of this Assignment, Assignor shall deliver to Assignee all of Assignor's documents and files relating to the Trademarks, the rights of which are sold, assigned and transferred pursuant to this Assignment, including without limitation all trademark and service mark applications and registration files, all Certificates of Registrations and all other written or electronic documents displaying the Trademarks. Assignor shall be permitted to retain copies of all such documents and files only as business records.

5. Additional Documents: Assignor shall execute any further documents requested by Assignee to document Assignee's rights granted herein, such as formal assignments of trademarks and domain name transfers suitable for recording in the United States Trademark Office or foreign national trademark offices or with the applicable domain name registration authority.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Stanpac USA, LLC, Assignor

By: 

Printed Name: Steve Witt


Title: President

County of USA

State of Delaware

On this 28 day of April, 2009 personally appeared before me, Steve Witt, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed, and as President of Stanpac USA LLC, did execute the same for the uses and purposes therein set forth.

(Seal)


Notary Public

May 2009

Acknowledged and Accepted by:

Dean Intellectual Property Services II, Inc.,
Assignee

By: Bridget G Johnson

Name: BRIDGET G. JOHNSON

Title: PRESIDENT

EXHIBIT A

U.S. Trademark Registrations

Mark	Registration No.	Registration Date
NUTTY BUDDY	677,442	April 21, 1959
NUTTY BUDDY	887,952	March 17, 1970