

**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
Elgin Dairy Foods, Inc.		09/18/2009	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Dean Intellectual Property Services, 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: 6**

Property Type	Number	Word Mark
Registration Number:	2217956	
Registration Number:	1727910	PICTURE OF HEALTH
Registration Number:	1532258	YOFRO
Registration Number:	1458580	KISSED WITH HONEY
Registration Number:	0776272	ELGIN
Registration Number:	1527194	

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

**TRADEMARK**

**900144236**

**REEL: 004070 FRAME: 0650**

**CH \$165.00 2217956**

NAME OF SUBMITTER:	Jackie T. Gwinn
Signature:	/jackie t. gwinn/
Date:	09/30/2009
<b>Total Attachments: 7</b> source=Elgin Dairy-Dean IP, Inc#page1.tif source=Elgin Dairy-Dean IP, Inc#page2.tif source=Elgin Dairy-Dean IP, Inc#page3.tif source=Elgin Dairy-Dean IP, Inc#page4.tif source=Elgin Dairy-Dean IP, Inc#page5.tif source=Elgin Dairy-Dean IP, Inc#page6.tif source=Elgin Dairy-Dean IP, Inc#page7.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective as of September 18, 2009 (the "Effective Date"), by Elgin Dairy Foods, Inc., an Illinois corporation ("Assignor"), and Dean Intellectual Property Services, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee shall at times hereinafter be referred to individually as a "party" and collectively as "parties."

**RECITALS**

A. In connection with that certain Asset Purchase Agreement, dated as of August 21, 2009, as amended by that certain Amendment to Asset Purchase Agreement, dated September 18, 2009, by and among Assignor, Assignee, James Gignac, Edward Gignac, Southern Foods Group, LLC, a Delaware limited liability company, Dean Dairy Holdings, LLC, a Delaware limited liability company, Suiza Dairy Group, LLC, a Delaware limited liability company and Dean Foods of Wisconsin, LLC, a Delaware limited liability company (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").

B. Assignee desires to obtain all right, title and interest in the Trademarks and in and to the applications therefor, as a successor to the business of Assignor, or portion thereof, to which the Trademarks pertain and which business is ongoing and existing 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 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 Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Assignee may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment and the Asset Purchase Agreement, including, in the case of Assignor, executing and delivering to Assignee such assignments, deeds, bills of sale, consents, powers of attorney, declarations, affidavits and other instruments as Assignee or its counsel may reasonably request as necessary or desirable for such purpose. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademarks.

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.


Section 4. GOVERNING LAW. 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.

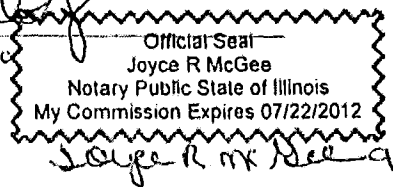
*[Signature Page Follows]*

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

ASSIGNOR:

ELGIN DAIRY FOODS, INC.

By:   
Name: Edward Gignac  
Title: President



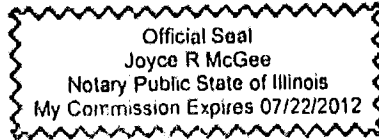
ASSIGNEE:

DEAN INTELLECTUAL PROPERTY SERVICES, INC.

By: \_\_\_\_\_  
Name: Steve Schultz  
Title: Authorized Signatory

State of Illinois

)  
)ss:  
)



County of COOK

On this 16 day of September, 2009, personally appeared Edward Gignac, to me known to be the President of Elgin Dairy Foods, Inc., 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

Joyce R McGee

State of Texas

)  
)ss:  
)

County of \_\_\_\_\_

On this \_\_\_ day of September, 2009, personally appeared Steve Schultz, to me known to be an authorized signatory of Dean Intellectual Property Services, Inc., 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.

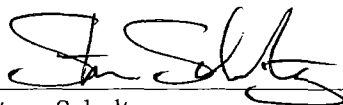
**ASSIGNOR:**

**ELGIN DAIRY FOODS, INC.**

By: \_\_\_\_\_  
Name: Edward Gignac  
Title: President

**ASSIGNEE:**

**DEAN INTELLECTUAL PROPERTY  
SERVICES, INC.**

By:  \_\_\_\_\_  
Name: Steve Schultz  
Title: Authorized Signatory

State of Illinois )  
 )ss:  
County of \_\_\_\_\_ )

On this \_\_\_ day of September, 2009, personally appeared Edward Gignac, to me known to be the President of Elgin Dairy Foods, Inc., 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 <sup>16<sup>th</sup></sup> day of September, 2009, personally appeared Steve Schultz, to me known to be an authorized signatory of Dean Intellectual Property Services, Inc., 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




[Handwritten Signature]

**Exhibit A**  
**Trademarks**

<b>TRADEMARKS</b>			
<b>Trademarks</b>	<b>Registration No.</b>	<b>Class</b>	<b>Registration Date</b>
	Serial No.: 74718967  Registration No.: 2217956	Fresh and frozen dairy products and mixes, namely, whipped cream and topping; whole milk and cream; buttermilk; half and half; skim milk; sour cream; dairy and non-dairy mixes for making ready-to- whip cream, whip cream and whip topping; and whip topping concentrate in Class 29  Mixes for making soft serve ice cream and milkshakes; mixes for making ice cream, frozen yogurt and sorbet in Class 30  Essences for the manufacture of liqueurs; and non-alcoholic cocktail mixes in Class 32	01/12/1999
PICTURE OF HEALTH	Serial No.: 74181796  Registration No.: 1727910	Soft serve nonfat frozen yogurt mix in Class 30	10/27/1992
YOFRO	Serial No.: 73737907  Registration No.: 1532258	Frozen yogurt mixes in Class 30	03/28/1989
KISSED WITH HONEY	Serial No.: 73619486  Registration No.: 1458580	Frozen yogurt mixes in Class 30	09/22/1987
ELGIN	Serial No.: 72173242  Registration No.: 0776272	Fluid Milk; Cream; Powdered and Condensed Milk; Cheese; Frozen Whole Eggs, Egg Yolks, and Egg Whites; Butter Fat and Vegetable Fat; Toppings for Bakery, Pastry, Desserts and Like Food Products; Frozen Fruit; Cream-Like Coffee Additive; Mixes for Ice Cream, Ice Milk, and Milk Shakes; Instant Starch for Food Purposes; and Whipping Cream Stabilizer in Class 46	09/1/1964



	Serial No.: 73669758  Registration No.: 1527194	Frozen yogurt in Class 30 and frozen yogurt mix.	02/28/1989
---	--	---	------------

Seller's common law rights in the following Trademarks:

- a. "Elgin's Trim 'N Slim", Serial No.: 74230575, for frozen yogurt in Class 30. This trademark lapsed on October 2, 1992.
- b. "Lite-N-Lean", Serial No.: 74127363, for frozen yogurt in Class 30. This trademark lapsed on November 18, 1991.
- c. "Trim & Slim", Serial No.: 74127362 for frozen yogurt in Class 30. This trademark lapsed on November 25, 1991.
- d. "Classic", Serial No.: 74127361, for frozen yogurt in Class 30. This trademark lapsed on March 24, 1992.
- e. "Bee-Lite", Serial No.: 74056849, for frozen yogurt in Class 30. This trademark lapsed on September 16, 1997.