

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
Dean Intellectual Property Services, Inc.		09/08/2011	CORPORATION: DELAWARE
Dean Foods of Wisconsin, LLC		09/08/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Dairyland Acquisition Company, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1515583	GG GOLDEN GUERNSEY DAIRY	
CORRESPONDENCE DATA			
Fax Number:	(312)985-5999		
Phone:	3129855900		
Email:	mkitz@clarkhill.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Clark Hill PLC		
Address Line 1:	150 N. Michigan Ave.		
Address Line 2:	Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	145186		
NAME OF SUBMITTER:	Linda L. Palomar		

OP \$40.00 1515583

900202430

TRADEMARK
 REEL: 004625 FRAME: 0549

Signature:	/Linda L. Palomar/
Date:	09/19/2011
Total Attachments: 5 source=145186_Patent Assignment#page1.tif source=145186_Patent Assignment#page2.tif source=145186_Patent Assignment#page3.tif source=145186_Patent Assignment#page4.tif source=145186_Patent Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT, dated as of September 8, 2011 (this "Assignment"), is executed by Dairyland Acquisition Company, LLC, a Delaware limited liability company ("Assignee"), and Dean Foods of Wisconsin, LLC, a Delaware limited liability company, and Dean Intellectual Property Services, Inc., a Delaware corporation (collectively, "Assignors"), pursuant to that certain Asset Purchase Agreement, dated as of August 3, 2011 (the "Asset Purchase Agreement"), among Assignee, Assignors and certain other signatories thereto. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

In consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Purchased Intellectual Property. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignors do hereby absolutely, unconditionally and irrevocably transfer, convey and assign to Assignee, all of Assignors' right, title and interest in, to and under, including, but not limited to, all of Assignors' common law rights, and all obligations under or relating to, the Purchased Intellectual Property, together with the right to sue for past infringement thereof, and all of the goodwill of the business symbolized by the Purchased Intellectual Property. The Purchased Intellectual Property is identified in Schedule 1.1(l) of the Asset Purchase Agreement and the Purchased Intellectual Property identified in Schedule 1.1(l) is attached hereto as Exhibit A.
2. Limitation of Representations. Assignors make no express or implied representations or warranties in this Assignment of any kind whatsoever with respect to the Purchased Intellectual Property. This Assignment in no way defeats, limits, alters, impairs, enhances or enlarges any right, obligation, claim or remedy under the Asset Purchase Agreement, including any rights the parties hereto may have under the representations, warranties and indemnities set forth therein. If any provision of this Assignment is construed to conflict with a provision of the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed controlling.
3. Counterparts. This Assignment may be executed in two or more counterparts (and by facsimile or portable document format (.pdf)), each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.
4. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof. Each of the parties hereto irrevocably consents to the service of process in any action or proceeding hereunder by the delivery of process or other papers in the manner provided in Section 11.3 of the Asset Purchase Agreement.
5. Binding Effect; Assignment. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Assignment. No assignment of this Assignment or of any rights or obligations hereunder may be made by either party hereto (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.
6. Cooperation Following the Execution. Following the execution of this Assignment, each party shall take all steps reasonably requested by the other party to assist the other party in accomplishing the purpose of this Assignment or to assure to the other party the benefits of this Assignment, which shall

include, but not be limited to, initiating, effecting and finalizing the transfer of the domain name identified in the attached Exhibit A with each party's respective domain name registrar.

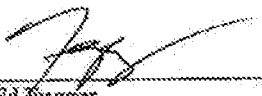
IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

ASSIGNORS:

DEAN FOODS OF WISCONSIN, LLC

By: 
Name: Ed Fugger
Title: Authorized Signatory

DEAN INTELLECTUAL PROPERTY SERVICES, INC.

By: 
Name: Ed Fugger
Title: Authorized Signatory

INTELLECTUAL PROPERTY ASSIGNMENT

ASSIGNEE:

DAIRYLAND ACQUISITION COMPANY, LLC


By: 
Name: Andrew Nikou
Title: Manager

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TRADEMARK
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Exhibit A

Registered Trademarks

Trademark	Reg. No.	Reg. Date	Jurisdiction
	1,515,583	December 6, 1998	United States
LA VACA BONITA	088800	April 23, 2002	Illinois
LA VACA BONITA	5,200,918	November 21, 2001	Wisconsin

Common Law Trademarks

GG LIGHT GOLDEN GUERNSEY DAIRY

Registered Trade Names

Trade Name	Reg. No.	Reg. Date	Jurisdiction
GG GOLDEN GUERNSEY DAIRY	N/A	May 13, 2009	Wisconsin

Common Law Trade Names

GOLDEN GUERNSEY
LA VACA BONITA

Domain Name

Goldenguernsey.com, registered January 23, 1998

Issued Patents

Title	Patent No.	Issue Date	Jurisdiction
Plastic Bottle and Cap	D425,793	May 30, 2000	United States
Plastic Bottle and Cap	D428,576	July 25, 2000	United States

Copyrights and Other

All ownership rights in and to the DairyLink enterprise software system