

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
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:	2448714	DAIRYLINK	
CORRESPONDENCE DATA			
Fax Number:	(312)985-5955		
Phone:	(312)985-5555		
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:	James A. O'Malley		
Address Line 1:	150 North Michigan Ave.		
Address Line 2:	Suite 2700		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	37822-147475		
NAME OF SUBMITTER:	James A. O'Malley		
Signature:	/James A. O'Malley/		

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TRADEMARK
 REEL: 004642 FRAME: 0807

Date:

10/17/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK 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:

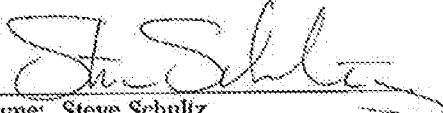
1. Assignment of Trademark. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignors do hereby absolutely, unconditionally and irrevocably transfer, convey and assign to Assignee, all of Assignors' right, title and interest in, to and under, including, but not limited to, all of Assignors' common law rights, and all obligations under or relating to, the trademark described on Exhibit A hereto (the "Trademark"), together with the right to sue for past infringement thereof, and all of the goodwill of the business symbolized by the Trademark.
2. Limitation of Representations. Assignors make no express or implied representations or warranties in this Assignment of any kind whatsoever with respect to the Trademark. 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.

* * * * *

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

ASSIGNORS:

DEAN FOODS OF WISCONSIN, LLC

By: 
Name: Steve Schultz
Title: Authorized Signatory

DEAN INTELLECTUAL PROPERTY SERVICES, INC.

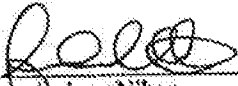
By: 
Name: Steve Schultz
Title: Authorized Signatory

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**TRADEMARK
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ASSIGNEE:

DAIRYLAND ACQUISITION COMPANY, LLC

By: 
Name: Andrew Nikou
Title: Manager

TRADEMARK ASSIGNMENT