

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dean Foods Company		04/22/2020	Corporation: DELAWARE
Dean Intellectual Property Services II, Inc.		04/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Producers Dairy Foods, Inc.		
Street Address:	250 E. Belmont Ave.		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93701		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3408559	BERKELEY FARMS	
CORRESPONDENCE DATA			
Fax Number:	5594324590		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5594324500		
Email:	ipmail@dowlingaaron.com		
Correspondent Name:	Marcus N. DiBuduo		
Address Line 1:	8080 N. Palm Ave., Third Fl.		
Address Line 4:	Fresno, CALIFORNIA 93711		
ATTORNEY DOCKET NUMBER:	17483.045		
NAME OF SUBMITTER:	Marcus N. DiBuduo		
SIGNATURE:	/Marcus N. DiBuduo/		
DATE SIGNED:	04/24/2020		
Total Attachments: 5			
source=Assignment Agreement (02864851xAB701)#page1.tif			
source=Assignment Agreement (02864851xAB701)#page2.tif			
source=Assignment Agreement (02864851xAB701)#page3.tif			

CH \$40.00 3408559

source=Assignment Agreement (02864851xAB701)#page4.tif

source=Assignment Agreement (02864851xAB701)#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective as of April 22, 2020 (the "Effective Date"), is by and between Dean Foods Company, a Delaware company ("Assignor") each of the Subsidiaries of Seller listed on the signature pages hereto (together with Assignor, the "Assignor Entities") and Producers Dairy Foods, Inc., a California corporation. ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement dated as of April 7, 2020 among Assignee, the Assignor Entities and the other parties thereto (the "Asset Purchase Agreement"), the Assignor Entities desire to sell, convey, transfer, assign and deliver to Assignee all of the Assignor Entities' right, title and interest in, to and under the Owned Intellectual Property, including the Intellectual Property set forth on Exhibit A hereto (the "Assigned IP"), and Assignee desires to acquire and accept all of the Assignor Entities' entire right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. The Assignor Entities hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby acquire and accept, all of the Assignor Entities' right, title and interest in, to and under the Assigned IP throughout the world and all rights corresponding thereto, together with all goodwill associated therewith and all income, royalties or payments now or hereafter due or payable in relation to the Assigned IP, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world.
3. The Parties acknowledge and agree that the representations, warranties, covenants, indemnities, limitations and other terms contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Upon the reasonable request by Assignee, the Assignor Entities shall execute all documents and take all actions as may be necessary to enable Assignee to perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, without further compensation but at the expense of Assignee.

5. The Assignor Entities hereby authorize and request the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of entire right, title and interest in, to and under the Assigned IP.

6. Section 13.09 (Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver) of the Asset Purchase Agreement is hereby incorporated herein by reference, mutatis mutandis, as if set forth in full herein.

7. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR ENTITIES:

DEAN FOODS COMPANY

By: Kristy N. Waterman
Name: Kristy N. Waterman
Title: Senior Vice President, General
Counsel and Corporate Secretary

**DEAN INTELLECTUAL PROPERTY
SERVICES II, INC.**

By: Kristy N. Waterman
Name: Kristy N. Waterman
Title: Senior Vice President, General
Counsel and Corporate Secretary

AS ASSIGNEE:

PRODUCERS DAIRY FOODS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

AS ASSIGNOR ENTITIES:

DEAN FOODS COMPANY

By: _____
Name: _____
Title: _____

DEAN INTELLECTUAL PROPERTY SERVICES II, INC.

By: _____
Name: _____
Title: _____

AS ASSIGNEE:

PRODUCERS DAIRY FOODS, INC.

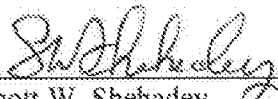

By: 
Name: Scott W. Shehadey
Title: President

EXHIBIT A

ASSIGNED IP

Trademarks

<u>Trademark</u>	<u>Registration No. (Application No.)</u>	<u>Registration Date (Application Date)</u>
BERKELEY FARMS TM-10530	3,408,559 (77240261)	4/8/2008 (7/27/2007)
		

[REDACTED]

[REDACTED]
