

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695813

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		05/01/2020	Corporation: DELAWARE
DEAN INTELLECTUAL PROPERTY SERVICES II, INC.		05/01/2020	Corporation: DELAWARE
SUIZA DAIRY GROUP, LLC		05/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	EAST SIDE JERSEY DAIRY, INC.		
Street Address:	5750 S Harding St.		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46217		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	73549507		
Serial Number:	72206365	BRIDGEMAN	
Serial Number:	72276238	BRIDGEMAN	
Serial Number:	73120292	BROUGHTON B	
Serial Number:	76009076	BROWN'S DAIRY	
Serial Number:	76009077	BROWN'S DAIRY SMOOTH AS VELVET	
Serial Number:	78192057	VELVET SPRINGS	
Serial Number:	73308264	BARBER'S	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	MAEVE WILSON		
Address Line 1:	599 Lexington Avenue		

CH \$215.00 73549507

Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 97637/20281

NAME OF SUBMITTER: MAEVE WILSON

SIGNATURE: /MAEVE WILSON/

DATE SIGNED: 12/17/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), effective as of May 1, 2020 (the “Effective Date”), is by and among Dean Foods Company, a Delaware company (“Assignor”), each of the Subsidiaries of Assignor listed on the signature pages hereto (together with Assignor, the “Assignor Entities”) and East Side Jersey Dairy, Inc., an Indiana corporation (“Assignee”).

WITNESSETH:

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of April 10, 2020, by and among Assignee, the Assignor Entities and certain other Subsidiaries of Assignor (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 and the Transferred Trademarks, 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, all registrations that have been or may be granted thereon, all applications for registration thereof, all rights therein provided by international conventions and treaties, all rights of priority and renewals, the right, if any, to register, prosecute, maintain and defend the Assigned IP before any public or private agency and all income, royalties, damages 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, including all rights to sue and recover damages and all other remedies for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith; with the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term for which the Assigned IP is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by the Assignor Entities if this sale, conveyance, transfer and assignment had not been made.

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.

4. Upon the reasonable request by Assignee, the Assignor Entities shall timely execute and deliver all documents and take all actions as may be necessary or desirable to enable Assignee, its successors and its assigns 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. Without limiting the foregoing, the Assignor Entities shall (a) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar (the “Registering Authority”) for each domain name included in the Assigned IP; (b) submit or file such registrant name change agreements or other forms to do with the Registering Authority in accordance with the policies and rules of the Registering Authority; and (c) take any further actions in accordance with the policies and rules of the Registering Authority as required to transfer such domain names to Assignee on an expedited basis. The Assignor Entities shall not enter into any agreement in conflict with this Assignment.

5. The Assignor Entities hereby authorize and request the Registrar of Copyrights of the United States Copyright Office and the Commissioner of Patents and the Commissioner of Trademarks of the United States Patent and Trademark Office, the corresponding entities or agencies in any applicable foreign jurisdiction, and any Internet domain name registrar, to record and register Assignee as assignee and owner of the entire right, title and interest in, to and under the Assigned IP.

6. Section 14.09 (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

SUIZA DAIRY GROUP, LLC

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

AS ASSIGNEE:

EAST SIDE JERSEY DAIRY, INC.

By: Edward L. Murray
Name: Edward L. Murray
Title: CEO / EXECUTIVE VICE PRESIDENT

[Signature Page to Intellectual Property Assignment Agreement – Prairie Farms]