

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
Foremost Farms USA		04/01/2009	Cooperative: WISCONSIN
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: 9			
Property Type	Number	Word Mark	
Registration Number:	3375938	ANY TIME OF DAY, IT'S THE MORNING GLORY WAY.	
Registration Number:	2448714	DAIRYLINK	
Registration Number:	1515583	GG GOLDEN GUERNSEY DAIRY	
Registration Number:	2878217	GRIP IT SIP IT	
Registration Number:	3173996	MORNING GLORY	
Registration Number:	3581709	MORNING GLORY	
Registration Number:	3457997	MORNING GLORY	
Registration Number:	3126992	MORNING GLORY	
Registration Number:	2763040	TASTE THE PRIDE INSIDE.	
CORRESPONDENCE DATA			
Fax Number:	(214)721-1275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-303-3411		

CH \$240.00 3375938

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

NAME OF SUBMITTER:	Jackie T. Gwinn
Signature:	/jackie t. gwinn/
Date:	04/21/2009

Total Attachments: 6
source=Foremost-Dean IP-trademarks#page1.tif
source=Foremost-Dean IP-trademarks#page2.tif
source=Foremost-Dean IP-trademarks#page3.tif
source=Foremost-Dean IP-trademarks#page4.tif
source=Foremost-Dean IP-trademarks#page5.tif
source=Foremost-Dean IP-trademarks#page6.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made effective as of April 1, 2009 (the "*Effective Date*"), by Foremost Farms USA, Cooperative, a cooperative formed under the laws of the State of Wisconsin ("*Assignor*"), and Dean Intellectual Property Services, Inc., a Delaware corporation ("*Assignee*").

RECITALS

A. In connection with that certain Asset Purchase Agreement dated as of April 1, 2009, by and among Assignee, Assignor, GG Acquisition, LLC, a Delaware limited liability company, and Dean Transportation, Inc., an Ohio corporation (as amended, the "*Asset Purchase Agreement*"), Assignor has agreed to assign to Assignee all right, title and interest in and to the trademarks and trademark registrations listed on the attached Exhibit A (the "*Trademarks*").

B. Assignee desires to obtain all right, title and interest in the Trademarks 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 any 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.

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

FOREMOST FARMS USA, COOPERATIVE

DEAN INTELLECTUAL PROPERTY
SERVICES, INC.

By: David E. Fuhrmann
Name: David E. Fuhrmann
Title: President

By: _____
Name: Steve Schultz
Title: Authorized Signatory

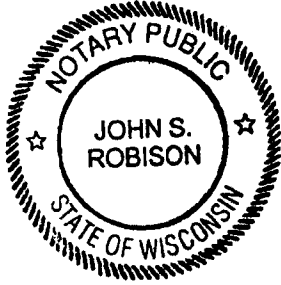
D-1702561.DOC

Signature Page to Trademark Assignment

TRADEMARK
REEL: 003973 FRAME: 0527

State of Wisconsin)
)ss:
County of DANE)

On this 31st day of MARCH, 2009, personally appeared DAVID E. FAIRMAN to me known to be the PRESIDENT of Foremost Farms USA, Cooperative, the assignor above named, and acknowledged that he/she executed the foregoing assignment agreement on behalf of said assignor and pursuant to authority duly received.



Notary Public Signature

John S. Robison

State of Texas)
)ss:
County of Dallas)

On this _____ day of _____, 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/she executed the foregoing assignment agreement on behalf of said assignee and pursuant to authority duly received.

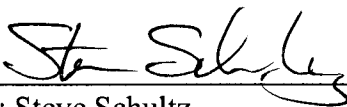
Notary Public Signature

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

FOREMOST FARMS USA, COOPERATIVE

DEAN INTELLECTUAL PROPERTY
SERVICES, INC.

By: _____
Name: David E. Fuhrmann
Title: President

By:  _____
Name: Steve Schultz
Title: Authorized Signatory

D-1702561.DOC

State of Wisconsin)
)ss:
County of _____)

On this _____ day of _____, 2009, personally appeared _____, to me known to be the _____ of Foremost Farms USA, Cooperative, the assignor above named, and acknowledged that he/she executed the foregoing assignment agreement on behalf of said assignor and pursuant to authority duly received.

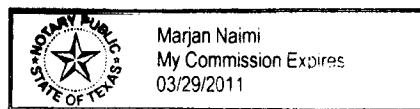
Notary Public Signature

State of Texas)
)ss:
County of Dallas)

On this 1st day of April, 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/she executed the foregoing assignment agreement on behalf of said assignee and pursuant to authority duly received.

Notary Public Signature





**Exhibit A
Trademarks**

Trademark	Registration No.	Class	Registration Date
ANY TIME OF DAY, IT'S THE MORNING GLORY WAY®	3,375,938	29	January 29, 2008
CREAMY TREAT™	Common Law		
DAIRYLINK®	2,448,714	35	May 8, 2001
GG GOLDEN GUERNSEY DAIRY® (Stylized Letters)	1,515,583	29	December 6, 1988
GRIP IT SIP IT®	2,878,217	29 and 32	August 31, 2004
LA VACA BONITA™	88,800 - State of Illinois	29	April 23, 2002
LA VACA BONITA™	State of Wisconsin	29	November 21, 2001
MORNING GLORY	82,466 - State of Illinois	29 and 30	August 4, 1998
MORNING GLORY	7511171 - State of Rhode Island	29	March 20, 2006
MORNING GLORY® (and Design)	3,173,996	32	November 21, 2006
MORNING GLORY® (and Design)	3,581,709	29	February 24, 2009
MORNING GLORY® (Block Letters)	3,457,997	29	July 1, 2008
MORNING GLORY® (Block Letters)	3,126,992	32	August 8, 2006
TASTE THE PRIDE INSIDE®	2,763,040	29, 30 and 32	September 16, 2003
FARM FRESH	Common Law		
CUSTOMPAK	Common Law		
COUNTRY KITCHEN	Common Law		
GG LIGHT GOLDEN GUERNSEY DAIRY	Common Law		
VITAGOLD	Common Law		

Exhibit to Trademark Assignment

RECORDED: 04/21/2009

**TRADEMARK
REEL: 003973 FRAME: 0531**