

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
Santee Dairies, Inc.		10/11/2009	CORPORATION: CALIFORNIA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3386382	GOLD STAR QUALITY	
Registration Number:	3103153	HEARTLAND FARMS	
Registration Number:	3195185	HEARTLAND FARMS	
Registration Number:	3303495	COFFEE CREATIONS	
CORRESPONDENCE DATA			
Fax Number:	(214)721-8835		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-303-3411		
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		

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Signature:	/jackie t. gwinn/
Date:	10/16/2009
Total Attachments: 8 source=Santee-Dean IP#page1.tif source=Santee-Dean IP#page2.tif source=Santee-Dean IP#page3.tif source=Santee-Dean IP#page4.tif source=Santee-Dean IP#page5.tif source=Santee-Dean IP#page6.tif source=Santee-Dean IP#page7.tif source=Santee-Dean IP#page8.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of October 11, 2009 (the "Effective Date"), by Santee Dairies, Inc., a California corporation ("Assignor"), and Dean Intellectual Property Services, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee shall at times hereinafter be referred to individually as a "party" and collectively as "parties."

RECITALS

A. In connection with that certain Asset Purchase Agreement dated as of April 9, 2009, as amended by that certain Amendment to Asset Purchase Agreement dated as of September 28, 2009, by and among Assignor, Assignee, Stater Bros. Markets, a California corporation, Dean Foods of Southern California, LLC, a Delaware limited liability company formerly known as HF Acquisition, LLC, 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, trademark applications 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 reasonably requested by 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.


[Signature Page Follows]

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

ASSIGNOR:

SANTEE DAIRIES, INC.,
a California corporation

By: 
Name: Jack H. Brown
Title: Chairman of the Board and Chief Executive Officer

By: 
Name: Bruce D. Varner
Title: Secretary

ASSIGNEE:

**DEAN INTELLECTUAL PROPERTY
SERVICES, INC.,**
a Delaware corporation

By: _____
Name: Steve Schultz
Title: Authorized Signatory

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

ASSIGNOR:

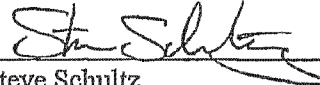
SANTEE DAIRIES, INC.,
a California corporation

By: _____
Name: Jack H. Brown
Title: Chairman of the Board and Chief Executive
Officer

By: _____
Name: Bruce D. Varner
Title: Secretary

ASSIGNEE:

**DEAN INTELLECTUAL PROPERTY
SERVICES, INC.,**
a Delaware corporation

By: 
Name: Steve Schultz
Title: Authorized Signatory

Signature Page to Trademark Assignment

STATE OF CALIFORNIA §
COUNTY OF RIVERSIDE §

On October 8, 2009, before me Marianne McDaniel, a Notary Public, personally appeared Jack H. Brown, proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marianne McDaniel
Notary Signature



STATE OF CALIFORNIA §
COUNTY OF RIVERSIDE §

On October 8, 2009, before me Marianne McDaniel, a Notary Public, personally appeared ~~Bruce D. Varner, proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.~~

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marianne McDaniel
Notary Signature



STATE OF TEXAS §
COUNTY OF DALLAS §

On October __, 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 executed the foregoing assignment agreement on behalf of said assignee and pursuant to the authority duly received.

Notary Signature

Notary Signature Page to Trademark Assignment

STATE OF CALIFORNIA §
COUNTY OF _____ §

On October __, 2009, before me _____, a Notary Public, personally appeared Jack H. Brown, proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

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Notary Signature

STATE OF CALIFORNIA §
COUNTY OF _____ §

On October __, 2009, before me _____, a Notary Public, personally appeared Bruce D. Varner, proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

STATE OF TEXAS §
COUNTY OF DALLAS §

On October 9, 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 executed the foregoing assignment agreement on behalf of said assignee and pursuant to the authority duly received.







Notary Signature

Notary Signature Page to Trademark Assignment

Exhibit A
Trademarks

TRADEMARKS			
Trademarks	Registration No.	Class	Registration Date
 Gold Star Quality	3,386,382	29	February 19, 2008
HEARTLAND FARMS	3,103,153	35, 39, 40	June 13, 2006
 Heartland Farms	3,195,185	29	January 2, 2007
COFFEE CREATIONS	3,303,495	29	October 2, 2007

Registered California Service Mark:

1. Heartland Farms (California Registration No. 057212) for grocery market services, namely the sale of produce, in Class 35. The mark consists of the word "Heartland Farms" under a farm setting including a barn, grain silo, two trees and the silhouette of farm animals.

Registered California Trademark:

1. Heartland Farms (California Registration No. 0111398) for dairy and juice products, namely, milk, cream, cottage cheese, sour cream, yogurt, whipped cream, creamer, and juice in Class 29. The mark consists of a round image depicting a farm scene picturing three cows grazing in a green pasture enclosed by a white fence. Towards the right of the pasture are two silos and a red roof barn. In the distance are trees, more pastures, and yellow crop fields. The words "HEARTLAND FARMS" are across the picture, separating the view of the pasture from the blue sky above.

Common law rights in the following California Trademark:

1. Rich 'N Chocolate (Del Mar Brands, Inc.; Registration No. 71418) for beverages in Class 46. This trademark lapsed on November 21, 2003.

Common law rights in the following United States Trademarks:

1. "Fiesta Delight" (USPTO Serial No. 78/907162) for mineral and aerated waters and other non-alcoholic drinks in the nature of flavored waters; fruit drinks and fruit juices; syrups and other preparations for making fruit and carbonated beverages and soft drinks in Class 32. This trademark lapsed on December 8, 2008.
2. "Flavor Protection Package" (USPTO Serial No. 76/308570) for milk in Class 29. This trademark lapsed on May 31, 2002.
3. "Santee Dairies" (USPTO Serial No. 73/707351) for (i) dairy products, namely, fluid milk, buttermilk, yogurt, sour cream and cottage cheese in Class 29, (ii) ice cream mix in Class 30 and (iii) fruit juice drink containing water in Class 32. This trademark lapsed on October 9, 1995.

Exhibit to Trademark Assignment

TRADEMARK
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4. "Soy Sensations" (USPTO Serial No. 78/505194) for flavored and non-flavored soy milk product for coffee and teas in Class 29. This trademark lapsed on December 2, 2005.
 5. "Your Key To Quality" (USPTO Serial No. 73/695558) for (i) dairy products, namely, fluid milk, buttermilk, yogurt, sour cream and cottage cheese in Class 29 and (ii) fruit drink with water in Class 32. This trademark lapsed on October 3, 1989.
 6. "Real Churned" (USPTO Serial No. 73/667579) for cultured low-fat buttermilk in Class 29. This trademark lapsed on December 12, 1988.
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Exhibit to Trademark Assignment