

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	10/01/2002
CONVEYING PARTY DATA	
Name	Execution Date
Dean Foods Company	08/20/2004
RECEIVING PARTY DATA	
Name:	Dean Intellectual Property Services II, L.P.
Street Address:	2515 McKinney Avenue
Internal Address:	Suite 1200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D370631
Patent Number:	D369748
Patent Number:	D371047
Patent Number:	D408284
Patent Number:	5833115
CORRESPONDENCE DATA	
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PATENT

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REEL: 015017 FRAME: 0084

NAME OF SUBMITTER:

Jackie Gwinn

Total Attachments: 4

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## **PATENT ASSIGNMENT**

WHEREAS, Dean Foods Company (hereafter "Assignor"), a Delaware corporation, having a business address of 2515 McKinney Avenue, Suite 1200, Dallas, TX 75201, is the owner of the patents set forth on Exhibit A hereto and the inventions described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, Dean Intellectual Property Services II, L.P. (hereafter "Assignee"), a Delaware Limited Partnership, having a business address of 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201, desires to acquire all right, title and interest in and to the Patent Property.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective October 1, 2002, Assignor does hereby sell, assign, transfer and set over to Assignee, all its right, title and interest in and to the Patent Property, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also assigns to Assignee, all right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said Patent Property in appropriate registries; and Assignor further agrees to execute any and all powers of attorney,

applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Patent Property throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to Assignee any facts known to it respecting any improvements; and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.

DEAN FOODS COMPANY

DEAN INTELLECTUAL PROPERTY  
SERVICES II, L.P.

By Its General Partner: DIPS GP II, INC.,  
A Delaware Corporation

By: Bridget Griffin Johnson  
Bridget Griffin Johnson  
Its: Vice President and Assistant  
General Counsel

By: Bridget Griffin Johnson  
Bridget Griffin Johnson  
Its: President


Date: August 20, 2004

Date: August 20, 2004

STATE OF TEXAS           §  
                                      §  
 COUNTY OF DALLAS       §

Before me, the undersigned, a Notary Public, on this day personally appeared Bridget Griffin Johnson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Dean Foods Company, a Delaware Corporation, and that she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.


Given under my hand and seal of office this 20 day of August, 2004.

  
 Brenda K. Carpenter  
 Notary Public in and for the State of Texas

STATE OF TEXAS           §  
                                      §  
 COUNTY OF DALLAS       §

Before me, the undersigned, a Notary Public, on this day personally appeared Bridget Griffin Johnson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Dean Intellectual Property Services II, L.P., a Delaware Limited Partnership, by its General Partner DIPS GP II, Inc., a Delaware Corporation and that she had executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 20 day of August, 2004.

  
 Brenda K. Carpenter  
 Notary Public in and for the State of Texas

**EXHIBIT A****U.S. PATENTS**

<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Title</u></b>
D370,631	6/11/1996	CLOSURE
D369,748	5/14/1996	CLOSURE
D371,047	6/25/1996	CLOSURE
D408,284	4/20/1999	CLOSURE
5,833,115	11/10/1998	CONTAINER

**FOREIGN PATENTS**

<b><u>Country</u></b>	<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Title</u></b>
Canada	87511	9/10/1999	CLOSURE