## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Foremost Farms USA	04/01/2009

#### **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

#### PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	D425793	
Patent Number:	D428576	

### **CORRESPONDENCE DATA**

Fax Number: (214)721-1275

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

**Total Attachments: 6** 

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> PATENT REEL: 022562 FRAME: 0746

## PATENT ASSIGNMENT

This Patent 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 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 patents listed on the attached Exhibit A, including but not limited to all inventions disclosed therein and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof, and foreign applications and counterparts with respect thereto (the "Patents").
- B. Assignee desires to obtain all right, title and interest in the Patents 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. <u>Assignment</u>. 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 Patents, and the right to sue for, settle or release any past, present or future infringement of the Patents.
- Section 2. <u>Assistance</u>. 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 Patents in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Patents.
- Section 3. <u>Counterparts</u>. 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. <u>GOVERNING LAW</u>. 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.
  D-1702568 5.DOC

PATENT REEL: 022562 FRAME: 0747 IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

FOREMOST FARMS USA, COOPERATIVE

DEAN INTELLECTUAL PROPERTY SERVICES, INC.

Name: David E. Fuhrmann

Title: President

Name: Steve Schultz

By:\_\_

Title: Authorized Signatory

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Signature Page to Patent Assignment

**PATENT** 

REEL: 022562 FRAME: 0748

On this day of, 2009, personally appeared	State of Wisconsin	)
known to be the	County of PANE	)ss: )
State of Texas  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.	known to be the <u>RESIDENT</u> of named, and acknowledged that he execut	Foremost Farms USA, Cooperative, the assignor above ted the foregoing assignment agreement on behalf of said
State of Texas  )  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.	TARY PUBLICIAN	Notary Public Signature
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.	JOHN S. ROBISON	Jahr S. Roligan
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.	State of Texas	<b>/</b>
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.	County of Dallas	)ss: )
Notary Public Signature	be an authorized signatory of Dean Intelle and acknowledged that he/she executed	ectual Property Services, Inc., the assignee above named, the foregoing assignment agreement on behalf of said
		Notary Public Signature

Notary Page to Patent Assignment

FOREMOST FARMS USA, COOPERATIVE

By:

Name: David E. Fuhrmann

Title: President

DEAN INTELLECTUAL PROPERTY
SERVICES, INC.

By:

Name: Steve Schultz
Title: Authorized Signatory

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

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State of Wisconsin	)	
County of	)ss: )	
On this day of of F known to be the of F named, and acknowledged that he execute assignor and pursuant to authority duly reconstructions.	d the for	personally appeared, to me Farms USA, Cooperative, the assignor above regoing assignment agreement on behalf of said
		Notary Public Signature
		·
State of Texas	) )ss:	
County of Dallas	)	
be an authorized signatory of Dean Intelle	ctual Pro the foreg	ersonally appeared Steve Schultz, to me known to perty Services, Inc., the assignee above named, going assignment agreement on behalf of said
		Notary Public Signature
		Molle
		Marjan Naimi My Commission Expires

Notary Page to Patent Assignment

# Exhibit A Patents

PATENTS					
Item	Patent Number	Date of Patent	Term		
Combined plastic bottle and cap - pint	Des. 425,793	May 30, 2000	14 years		
Combined plastic bottle and cap (with pebbled surface) - quart	Des. 428,576	July 25, 2000	14 years		

**Exhibit to Patent Assignment** 

PATENT REEL: 022562 FRAME: 0752

RECORDED: 04/21/2009