

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Tuscan/Lehigh Dairies, L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership (Delaware)

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 10/1/2002

2. Name and address of receiving party(ies)

Name: Dean Northeast, LLC
Internal
Address: _____

Street Address: 2515 McKinney Avenue, Ste 1200
City: Dallas State: TX Zip: 75201

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) SEE ATTACHED
EXHIBIT A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bridget Griffin Johnson

Internal Address: Dean Foods Company

Street Address: 2515 McKinney Avenue, Ste 1200

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: _____

23

7. Total fee (37 CFR 3.41).....\$ 590.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500785

DO NOT USE THIS SPACE

9. Signature.

Bridget Griffin Johnson
Name of Person Signing

Bridget Griffin Johnson
Signature

February 20, 2003
Date

Total number of pages including cover sheet, attachments, and document:

8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

EXHIBIT A
B. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>
SUPREME MILK	2,254,594
LEHIGH VALLEY DAIRIES	2,135,366
LEHIGH VALLEY DAIRIES/ SUNBURST LOGO	2,102,824
LACTO ZERO	2,095,972
THE GREATER NEW YORK DAIRY and Design	2,290,348
THE GREATER NEW YORK DAIRY	2,282,198
TUSCAN DELLWOOD and Cow Design	2,186,272
TUSCAN DELLWOOD (Stylized)	2,293,002
COW DESIGN (The Greater New York Dairy)	2,243,018
COWHIDE DESIGN	2,011,228
ARCTIC SPLASH	1,993,870
MORE THAN JUST GREAT TASTE	1,978,771
MIGHTY LITE	1,981,497
LEHIGH VALLEY DAIRIES/SUNBURST LOGO	2,014,110
LIMIT	1,394,231
RICH N' PURE	1,342,962
DIET TIME	1,324,842

EXHIBIT A (cont'd)**B. REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>
DIET TIME	1,294,741
RICH N' PURE	1,105,008
TUSCAN	1,042,416
TUSCAN (Stylized)	950,435
TROPIC ISLE	1,020,801
COW & BARN DESIGN	2,331,680

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of October 1, 2002, between Tuscan/Lehigh Dairies, L.P., a Delaware limited partnership ("Assignor") and Dean Northeast, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor desires to distribute all of its owned intellectual property to Assignee (the "Distribution").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor does hereby assign, transfer, grant, deliver and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in all intellectual property owned by Assignor, including without limitation, the intellectual property set forth on Exhibit A attached hereto and made part hereof (the "Intellectual Property"), together with the goodwill associated with the Intellectual Property and any registrations and applications therefor.
2. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, any official of any foreign countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Intellectual Property and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.
3. This Assignment is subject to all liens, encumbrances, or other security interests granted by that certain Security Agreement, dated as of December 21, 2001, as amended, by and among Dean Foods Company ("DFC"), formerly known as Suiza Foods Corporation, a Delaware corporation, as borrower, certain subsidiaries of DFC, the other credit parties identified therein, the banks and financial institutions from time to time parties thereto, and Wachovia Bank, National Association, formerly known as First Union National Bank, as administrative agent; including, but not limited to, the grants of security interests evidenced by the notices filed with the United States Patent and Trademark Office and the United States Copyright Office in furtherance thereof.
4. This Assignment may be executed by one or several of the parties in several counterparts and all such counterparts so executed shall together be deemed to constitute one final agreement as if signed by all parties, and each such counterpart shall be deemed to be an original.

5. Each party agrees to execute any and all documents or instruments, and to perform such other acts as may be necessary or expedient to further the purposes of the Assignment and the transactions contemplated hereby.


This Assignment is governed by, and construed and interpreted in accordance with, the substantive laws of the State of Delaware, without giving effect to any conflict-of-laws rule or principle that might result in the application of the laws of another jurisdiction.

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ESS WHEREOF, this Assignment is executed as of the date first written above.

TUSCAN/LEHIGH DAIRIES, L.P.

BY: Tuscan/Lehigh Management, L.L.C.,
its general partner

By: 
Name: LISA N. TYSON
Title: VICE PRESIDENT

DEAN NORTHEAST, LLC

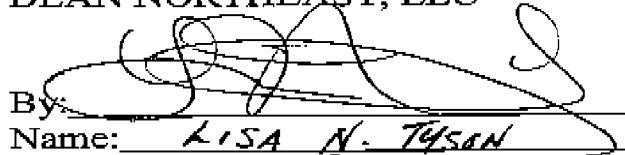
By: 
Name: LISA N. TYSON
Title: VICE PRESIDENT

EXHIBIT A
INTELLECTUAL PROPERTY

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Tuscan-Lehigh Dairies

TRADEMARKS	ID	Jurisdiction	Mark	Classes	App.#	App. Dt	Res.#	Reg. Dt	Status
	8781	New York	SUNCHASE	45			R-27051	10/18/1992	Registered
	8527	United States	SUPREME MILK	29	75-440,133	02/25/1998	2,254,594	06/15/1999	Registered
	8530	United States	LEHIGH VALLEY DAIRIES	29, 30, 32	75-150,695	08/15/1996	2,135,366	02/10/1998	Registered
	8531	United States	LEHIGH VALLEY	29, 32	75-091,351	04/19/1996	2,102,824	10/07/1997	Registered
	8532	United States	DAIRIES/SUNBURST LOGO	29	75-062,899	02/26/1996	2,095,972	09/09/1997	Registered
	8535	United States	LACTO ZERO	29	75-057,958	02/14/1996	2,290,348	11/02/1999	Registered
	8536	United States	THE GREATER NEW YORK DAIRY and Design	29	75-057,844	02/14/1996	2,282,198	09/28/1999	Registered
	8537	United States	THE GREATER NEW YORK DAIRY	29	75-057,810	02/14/1996	2,186,272	09/01/1998	Registered
	8538	United States	TUSCAN DELLWOOD and COW DESIGN	29	75-057,653	02/14/1996	2,293,002	11/16/1999	Registered
	8539	United States	TUSCAN DELLWOOD (Stylized)	29, 30, 32	75-057,652	02/14/1996	2,243,018	05/04/1999	Registered
	8540	United States	COW DESIGN (THE GREATER NEW YORK DAIRY)	29	74-684,574	06/05/1995	2,011,228	10/22/1996	Registered
	8543	United States	COWHIDE DESIGN	32	74/506231	03/22/1994	1,993,870	08/13/1996	Registered
	8544	United States	ARCTIC SPLASH	29, 32	74/506230	03/22/1994	1,978,771	06/04/1996	Registered
	8545	United States	MORE THAN JUST GREAT TASTE	29	74/506228	03/22/1994	1,981,497	06/18/1996	Registered
	8546	United States	MIGHTY LITE LEHIGH VALLEY	29, 30	74-496,368	02/28/1994	2,014,110	11/05/1996	Registered
	8557	United States	DAIRIES/SUNBURST LOGO	29	73-560,872	09/30/1985	1,394,231	05/20/1986	Registered
	8558	United States	LIMIT	29	73-481,023	05/18/1984	1,342,962	06/18/1985	Registered
	8559	United States	RICH N' PURE	29	73-429,862	06/13/1983	1,324,842	03/12/1985	Registered
	8560	United States	DIET TIME	30	73-405,163	12/08/1982	1,294,741	09/11/1984	Registered
	8561	United States	DIET TIME	29	73-236,261	10/22/1979	1,194,788	05/04/1982	Registered
	8565	United States	LEHIGH VALLEY FARMS	29	73-141,974	09/21/1977	1,105,008	10/24/1978	Registered
	8566	United States	RICH N' PURE	29, 30, 32	73-046,143	03/10/1975	1,042,416	06/29/1976	Registered
	8567	United States	TUSCAN	29, 30, 32	72-403,273	09/22/1971	950,435	01/09/1973	Registered
	8570	United States	TUSCAN (Stylized)	29, 30, 32	72-112,972	02/02/1961	745,183	02/12/1963	Registered
	8575	United States	MARTIN CENTURY FARMS (Stylized)	32	72-446,387	01/19/1973	1,020,801	09/16/1975	Registered
	8628	United States	TROPIC ISLE COW & BARN DESIGN	29	75-595,657	11/25/1998	2,331,680	03/21/2000	Registered