

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dean Intellectual Property Services II, L.P.		04/02/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, National Association, as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78951400	HEALTH PROBIOTICS FOR LIFE
Registration Number:	3169293	
Registration Number:	2851876	THE CHIP MAGNET
Registration Number:	2861977	CAL AND HIS FRIENDS
Registration Number:	1074677	ADOHR FARMS
Registration Number:	2976177	80 'N SUNNY
Serial Number:	78934013	IMO
Serial Number:	78642287	COUNTRY CHURN
Registration Number:	3102028	DEAN'S DELIGHT
Registration Number:	2926448	LESS CARBS
Serial Number:	78331345	CHUG
Serial Number:	78275557	READY FOR LIFE
Registration Number:	2990385	REDISCOVER LIFE'S GOODNESS

CH \$590.00 78951400

Registration Number:	2815031	GIVE 'EM FIVE
Registration Number:	2778018	TLC
Serial Number:	78951581	HEALTH PROBIOTICS FOR LIFE
Serial Number:	78947092	MEADOW BROOK
Serial Number:	78880591	COUNTRY CHARM
Registration Number:	3200921	MAYFIELD DAIRY FARMS JERSEY
Serial Number:	77102390	NURTURE
Serial Number:	77091210	DAIRYOPOLIS
Serial Number:	77076571	HOG HEAVEN
Registration Number:	2829837	ENSALADA DE FRUTA

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
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Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35920
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/04/2007

Total Attachments: 5
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of April 2, 2007 by and from DEAN INTELLECTUAL PROPERTY SERVICES II, L.P., a Delaware limited partnership (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Dean Foods Company (the "Company") (together with certain Subsidiaries of the Company from time to time parties thereto as borrowers and the Lenders) and Grantee have entered into an Amended and Restated Credit Agreement dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Company, the Grantor, along with certain other Subsidiaries of the Company, have guaranteed the repayment of the Secured Obligations pursuant to an Amended and Restated Guaranty dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor and certain Subsidiaries of the Company have entered into an Amended and Restated Pledge and Security Agreement dated April 2, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the ("Pledge and Security Agreement")

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other loan documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

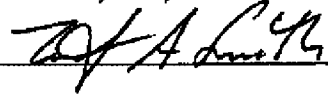
2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

DEAN INTELLECTUAL PROPERTY SERVICES II,
L.P. by DPS GP II, LLC, its General Partner

By: 

Name: Timothy A. Smith

Title: Vice President and Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS





HEALTH PROBOTICS FOR LIFE <i>and Design</i> 	78951400	08/14/2006		
DESIGN ONLY 	78154503	08/15/2002	3169293	11/07/2006
THE CHIP MAGNET	78132423	05/31/2002	2851876	06/08/2004
CAL AND HIS FRIENDS	76415246	06/06/2002	2861977	07/13/2004
ADOHR FARMS	73095628	08/05/1976	1074677	10/04/1977
80 AND SUNNY <i>Block Letters</i>	78434133	06/11/2004	2976177	7/26/2005
IMO <i>Block Letters</i>	78934013	07/20/2006		
COUNTRY CHURN <i>Block Letters</i>	78642287	06/02/2005		
DEAN'S DELIGHT <i>Block Letters</i>	78484197	09/15/2004	3102028	06/06/2006
LESS CARBS <i>Block Letters</i>	78444798	07/01/2004	2926448	2/15/2005
CHUG <i>Block Letters</i>	78331345	11/21/2003		
READY FOR LIFE	78275557	07/17/2003		
REDISCOVER LIFE'S GOODNESS	78275429	07/17/2003	2990385	08/30/2005
GIVE 'EM FIVE	78204182	01/16/2003	2815031	02/17/2004
TLC	78189448	11/27/2002	2778018	10/28/2003
HEALTH PROBOTICS FOR LIFE <i>and Design</i> 	78951581	08/14/2006		
MEADOW BROOK <i>Block Letters</i>	78947092	08/08/2006		
COUNTRY CHARM <i>Block Letters</i>	78880591	05/10/2006		
MAYFIELD DAIRY FARMS JERSEY <i>and</i>	78703488	08/30/2005	3200921	1/23/2007

Exhibit A

TRADEMARK

REEL: 003514 FRAME: 0913

/s/				
<i>Design</i>				
				
NURTURE <i>Block Letters</i>	77102390	02/08/2007		
DAIRYOPOLIS <i>Block Letters</i>	77091210	01/25/2007		
HOG HEAVEN <i>Block Letters</i>	77076571	01/05/2007		
ENSALADA DE FRUTA (FRUIT SALAD)	75154290	8/15/2002	2829837	04/06/2004