

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Substitution of Administrative Agent in an Secured Credit Facility regarding Trademarks owned by Whitewave Services, Inc.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association, successor in interest to First Union National Bank		04/02/2007	National Association: UNITED STATES

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	0711378	QWIP
Registration Number:	2619041	YO 2 GO
Registration Number:	2706593	MONTICELLO
Registration Number:	2476734	SUN SOY
Registration Number:	2508084	GOOD ENOUGH TO DRINK STRAIGHT
Registration Number:	2498931	SUN SOY
Registration Number:	2511046	
Registration Number:	2502799	INTERNATIONAL DELIGHT
Registration Number:	2399039	POUR N'WHIP
Registration Number:	2119947	INTERNATIONAL DELIGHT
Registration Number:	2151383	SQUEEZE-PRO
Registration Number:	2751343	

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Registration Number:	1830468	
Registration Number:	1893833	BAKER'S TOPPING
Registration Number:	1733391	FROSTIN PRIDE
Registration Number:	1496925	BARRICINI
Registration Number:	1019518	FABLE
Registration Number:	0940577	TOPPIN PRIDE
Registration Number:	0911291	QWIP
Registration Number:	0880097	DAIRY FRESH
Registration Number:	0873914	PASTRY PRIDE
Registration Number:	0839248	AFFAIR
Registration Number:	0854742	MATEY
Registration Number:	0832259	CP
Registration Number:	0826476	CATERWHIP
Registration Number:	0826475	CATER-S
Registration Number:	0826474	CATERTOP
Registration Number:	0826473	CATER TOPPING
Registration Number:	0826472	CATER-S FLAVOR
Registration Number:	0830413	OLDE CHICAGO
Registration Number:	0823700	HY DERV
Registration Number:	0823006	R.G.B.
Registration Number:	0825387	DSERTWHIP
Registration Number:	0743071	HY 'N DRY
Registration Number:	0730183	CATER-BLEND
Registration Number:	0565493	
Registration Number:	0538676	QWIP
Registration Number:	0385631	AVOSET
Registration Number:	2412591	MAKING COFFEE BETTER

**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  
Correspondent Name: Dusan Clark, Esq.  
Address Line 1: Sidley Austin LLP  
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: 10**

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**NOTICE OF SUBSTITUTION OF ADMINISTRATIVE AGENT IN TRADEMARKS**

This **NOTICE OF SUBSTITUTION OF ADMINISTRATIVE AGENT IN TRADEMARKS** (this "Notice") is executed as of April 2, 2007, by and among (i) WHITEWAVE SERVICES, INC., a Delaware corporation (a "Subsidiary Guarantor"), (ii) DEAN FOODS COMPANY, a Delaware corporation (the "Borrower"), (iii) WACHOVIA BANK, NATIONAL ASSOCIATION, successor in interest to First Union National Bank, as the existing administrative agent (the "Existing Administrative Agent") under the Existing Credit Agreement referred to below, and (iv) JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as the successor administrative agent to the Existing Credit Agreement pursuant to the Credit Agreement referred to below (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent").

**WITNESSETH**

WHEREAS, the Borrower, certain of the domestic subsidiaries of the Borrower, certain financial institutions (the "Lenders") and the Existing Administrative Agent are currently party to that certain Amended and Restated Credit Agreement dated as of August 13, 2004 (as amended, restated or otherwise modified prior to the date hereof, the "Existing Credit Agreement").

WHEREAS, the Borrower, the Lenders, the Existing Administrative Agent and the Administrative Agent have as of the date hereof amended and restated in its entirety the provisions of the Existing Credit Agreement to extend the maturity date and make certain other modifications and amendments, all as more particularly described in that certain Amended and Restated Credit Agreement dated April 2, 2007 (as amended, restated or otherwise modified prior to the date hereof, the "Credit Agreement").

WHEREAS, it is the intent of the parties that the Credit Agreement not constitute a novation of the obligations and liabilities of the parties under the Existing Credit Agreement or be deemed to evidence or constitute full repayment of such obligations and liabilities, but that the Credit Agreement amend and restate in its entirety the Existing Credit Agreement and re-evidence the obligations and liabilities of the Borrower and the other credit parties outstanding thereunder, which shall be payable in accordance with the terms thereof.

WHEREAS, it is also the intent of the Borrower and the Subsidiary Guarantor to confirm that all obligations under the "Credit Documents" (as referred to and defined in the Existing Credit Agreement) shall continue in full force and effect as modified and/or restated by the Loan Documents (as referred to and defined in the Credit Agreement) and that, from and after the Effective Date, all references to the "Credit Agreement" contained in any such existing "Credit Documents" shall be deemed to refer to the Credit Agreement.

WHEREAS, the Borrower, the Subsidiary Guarantor and certain subsidiaries of the Borrower 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"), in which the Subsidiary Guarantor granted the Administrative Agent a security interest in its trademarks (the "Trademarks").

WHEREAS, the Existing Administrative Agent is executing this Notice for the purpose of giving notice of the transfer of its right, title, and interest in the Collateral (as defined in the Credit Agreement) to the Administrative Agent pursuant to the Credit Agreement.

NOW, THEREFORE, the Existing Administrative Agent hereby gives notice that it has transferred and conveyed to the Administrative Agent as set forth in the Credit Amendment all of its right, title and interest, in and to the Collateral related to the Trademarks, described on Schedule A attached hereto. The Subsidiary Guarantor acknowledges its liabilities and obligations detailed in the Pledge and Security Agreement and consents to the change in administrative agents.

Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Notice by facsimile shall be effective as delivery of a manually executed counterpart of this Notice.

[Remainder of page intentionally left blank.]

EXECUTION COPY

IN WITNESS WHEREOF, Existing Administrative Agent has caused this Notice to be duly executed by its duly authorized officer or representative as of the day and year first above written.

WACHOVIA BANK, NATIONAL  
ASSOCIATION, successor in interest to First  
Union National Bank, as Existing  
Administrative Agent

By: Richard E. Anglin III

Name: Richard E. Anglin III  
Title: Vice President


*Trademark Notice*

TRADEMARK

REEL: 003515 FRAME: 0325

EXECUTION COPY

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as successor Administrative  
Agent

By: 

Name: Jason A. Rastovski  
Title: Vice President

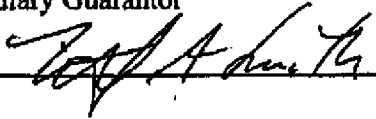
*Trademark Notice*

TRADEMARK

REEL: 003515 FRAME: 0326

EXECUTION COPY

WHITEWAVE SERVICES, INC., as a  
Subsidiary Guarantor

By: 

Name: Timothy A. Smith  
Title: Vice President and Treasurer

*Trademark Notice*

TRADEMARK

REEL: 003515 FRAME: 0327



EXECUTION COPY

DEAN FOODS COMPANY, as Borrower

By: Timothy A. Smith

Name: Timothy A. Smith






Title: Vice President and Treasurer

*Trademark Notice*

TRADEMARK







REEL: 003515 FRAME: 0328

**Schedule A**  
**to**  
**Notice Of Substitution Of Administrative Agent In Trademarks**

NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
1.	QWIP <i>and Design</i> 	72097915	05/26/1960	711378	02/14/1961
2.	YO 2 GO	78053839	03/19/2001	2619041	09/10/2002
3.	MONTICELLO	76372443	02/13/2002	2706443	04/15/2003
4.	SUN SOY	75980108	09/10/1999	2476734	08/07/2001
5.	GOOD ENOUGH TO DRINK STRAIGHT	75923067	02/18/2000	2508084	11/13/2001
6.	SUN SOY <i>and Design</i> 	75809185	09/24/1999	2498931	10/16/2001
7.	DESIGN ONLY 	75797170	09/10/1999	2511046	11/20/2001
8.	INTERNATIONAL DELIGHT <i>and Design</i> 	75797028	09/10/1999	2502799	10/30/2001
9.	POUR N' WHIP	75549196	09/08/1998	2399039	10/31/2000
10.	INTERNATIONAL DELIGHT	75225907	01/15/1997	2119947	12/09/1997
11.	SQUEEZE-PRO <i>Stylized Letters</i> 	75146733	08/07/1996	2151383	04/14/1998




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12.	DESIGN ONLY 	78069237	06/15/2001	2751343	08/12/2003
13.	DESIGN ONLY 	74332031	11/16/1992	1830468	04/12/1994
14.	BAKER'S TOPPING <i>and Design</i> 	74332026	11/16/1992	1893833	05/09/1995
15.	FROSTIN PRIDE	74259765	03/27/1992	1733391	11/17/1992
16.	BARRICINI	73535041	04/30/1985	1496925	07/19/1988
17.	FABLE	73032855	09/24/1974	1019518	09/02/1975
18.	TOPPIN PRIDE <i>STYLIZED LETTERS</i> 	72378383	12/10/1970	940577	08/08/1972
19.	QWIP	72361912	06/08/1970	911291	04/13/1971
20.	DAIRY FRESH	72309643	10/15/1968	880097	11/04/1969
21.	PASTRY PRIDE <i>STYLIZED LETTERS</i> 	72292420	03/04/1968	873914	07/29/1969
22.	AFFAIR <i>and Design</i> 	72267589	03/27/1967	839248	11/21/1967
23.	MATEY	72264241	02/08/1967	854742	08/13/1968
24.	CP <i>and Design</i>	72235551	12/30/1965	832259	07/18/1967

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25.	CATERWHIP STYLIZED LETTERS <b>Caterwhip</b>	72234465	12/13/1965	826476	03/28/1967
26.	CATER-S STYLIZED LETTERS <b>Cater-S</b>	72234464	12/13/1965	826475	03/28/1967
27.	CATERTOP STYLIZED LETTERS <b>Catertop</b>	72234463	12/13/1965	826474	03/28/1967
28.	CATER TOPPING STYLIZED LETTERS <b>Cater topping</b>	72234462	12/13/1965	826473	03/28/1967
29.	CATER-S FLAVOR STYLIZED LETTERS <b>Cater-S flavor</b>	72234461	12/13/1965	826472	03/28/1967
30.	OLDE CHICAGO	72233027	11/19/1965	830413	06/13/1967
31.	HY DERV	72232983	11/19/1965	823700	02/07/1967
32.	R.G.B. and Design 	72230897	10/21/1965	823006	01/24/1967
33.	DSERTWHIP STYLIZED LETTERS <i>dsertwhip</i>	72230289	10/15/1965	825387	03/07/1967
34.	HY 'N DRY	72132225	11/17/1961	743071	01/01/1963
35.	CATER-BLEND	72109004	11/23/1960	730183	04/17/1962
36.	DESIGN ONLY 	71591274	1/23/1950	565493	10/21/1952
37.	QWIP Stylized Letters <b>QWIP</b>	71589373	12/15/1949	538676	2/27/1951

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38.	AVOSET	71436700	10/7/1940	385631	3/11/1941
39.	MAKING COFFEE BETTER	75904134	01/28/2000	2412591	12/12/2000

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RECORDED: 04/04/2007

REEL: 003515 FRAME: 0332