

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Whitewave Foods Company		04/02/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, National Association, as Administrative Agent
<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: 44**

Property Type	Number	Word Mark
Serial Number:	78774241	HO HO HO ORGANIC
Serial Number:	78942346	HO HO HO ORGANIC
Serial Number:	78942344	HO HO HO ORGANIC
Serial Number:	78910368	RACHEL'S
Serial Number:	78833688	SILK LIVE!
Serial Number:	78817628	HOPE ORGANIC
Serial Number:	78790398	SILK. BEYOND NUTRITION
Registration Number:	3189216	HO HO HO ORGANIC
Serial Number:	78761362	SOY ADVANTAGE
Serial Number:	78759706	DAILY SILK
Serial Number:	78759702	MAKE THE SWITCH TO SILK
Serial Number:	78758120	A HAPPY HEALTHY FAMILY STARTS HERE
Serial Number:	78749613	SILK. A WHOLE LOT OF NUTRITION
Serial Number:	78601715	

CH \$1115.00 78774241

Serial Number:	78573993	SILK
Registration Number:	3070586	HORIZON ORGANIC
Registration Number:	3033048	GOOD FROM THE BEGINNING
Serial Number:	78385972	A BETTER BREAKFAST STARTS WITH SILK
Registration Number:	3021937	RISE AND SHINE
Registration Number:	3042624	SILK LIVE
Registration Number:	3032865	TOFU TENDERS
Registration Number:	2932874	HORIZON ORGANIC
Registration Number:	2961250	TOFUTOWN
Registration Number:	2830208	SILK IS SOY
Serial Number:	78208185	SOYLATTE
Serial Number:	77114848	HORIZON ORGANIC
Serial Number:	77106329	RACHEL'S. WICKEDLY DELICIOUS
Serial Number:	77076567	
Serial Number:	77057834	WHAT'S IN A CUP?
Serial Number:	77042956	GREEN CAPS FOR GREEN ENERGY
Registration Number:	2782890	SILK SOYLATTE
Registration Number:	3014315	HORIZON ORGANIC
Registration Number:	2507634	PURE FROM THE BEGINNING
Registration Number:	2685082	
Registration Number:	2302273	SILK
Registration Number:	2633769	HORIZON ORGANIC
Registration Number:	2646060	
Registration Number:	2156710	WHITEWAVE
Registration Number:	2187282	THE ORGANIC COW
Registration Number:	2084789	WHITE WAVE SILK
Registration Number:	1975824	HORIZON ORGANIC
Registration Number:	1923869	THE ORGANIC COW OF VERMONT
Registration Number:	2215813	
Registration Number:	2792411	YO-YOS

**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.  
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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: 6**

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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 WHITEWAVE FOODS COMPANY, a Delaware corporation (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.

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

WHITEWAVE FOODS COMPANY

By: 

Name: Timothy A. Smith

Title: Vice President and Treasurer

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







HO HO HO ORGANIC <i>Block Letters</i>	78774241	12/15/2005		
HO HO HO ORGANIC <i>and Design</i> 	78942346	08/01/2006		
HO HO HO ORGANIC <i>and Design</i> 	78942344	08/01/2006		
RACHEL'S <i>Block Letters</i>	78910368	06/16/2006		
SILK LIVE! <i>Block Letters</i>	78833688	03/09/2006		
HOPE ORGANIC <i>and Design</i> 	78817628	02/17/2006		
SILK. BEYOND NUTRITION <i>Block Letters</i>	78790398	01/12/2006		
HO HO HO ORGANIC <i>Block Letters</i>	78774227	12/15/2005	3189216	12/26/2006
SOY ADVANTAGE <i>Block Letters</i>	78761362	11/28/2005		
DAILY SILK <i>Block Letters</i>	78759706	11/22/2005		
MAKE THE SWITCH TO SILK <i>Block Letters</i>	78759702	11/22/2005		
A HAPPY HEALTH FAMILY STARTS HERE <i>Block Letters</i>	78758120	11/21/2005		
SILK. A WHOLE LOT OF NUTRITION <i>Block Letters</i>	78749613	11/08/2005		
DESIGN ONLY	78601715	04/05/2005		




Exhibit A

TRADEMARK

REEL: 003515 FRAME: 0339

				
<b>SILK</b> <i>Block Letters</i>	78573993	02/24/2005		
<b>HORIZON ORGANIC</b> <i>Block Letters</i>	78546169	01/12/2005	3070586	03/21/2006
<b>GOOD FROM THE BEGINNING</b> <i>Block Letters</i>	78392565	03/29/2004	3033048	12/20/2005
<b>A BETTER BREAKFAST STARTS WITH SILK</b> <i>Block Letters</i>	78385972	03/17/2004		
<b>RISE AND SHINE</b> <i>Block Letters</i>	78378929	03/04/2004	3021937	11/29/2005
<b>SILK LIVE!</b> <i>Block Letters</i>	78365250	02/10/2004	3042624	01/10/2006
<b>TOFU TENDERS</b>	78308234	10/01/2003	3032865	12/20/2005
<b>HORIZON ORGANIC</b>	78303758	09/22/2003	2932874	03/15/2005
<b>TOFUTOWN</b>	78298722	09/10/2003	2961250	06/07/2005
<b>SILK IS SOY</b>	78253010	05/22/2003	2830208	04/06/2004
<b>SOYLATTE</b>	78208185	1/29/2003		
<b>HORIZON ORGANIC</b> <i>Block Letters</i>	77114848	02/23/2007		
<b>RACHEL'S. WICKEDLY DELICIOUS</b> <i>Block Letters</i>	77106329	02/13/2007		
<b>DESIGN ONLY</b> 	77076567	01/05/2007		
<b>WHAT'S IN A CUP?</b> <i>Block Letters</i>	77057834	12/06/2006		
<b>GREEN CAPS FOR GREEN ENERGY</b> <i>Block Letters</i>	77042956	11/13/2006		
<b>SILK SOYLATTE</b>	76394819	04/12/2002	2782890	11/11/2003
<b>HORIZON ORGANIC</b>	75980410	10/23/1998	3014315	11/15/2005
<b>PURE FROM THE BEGINNING</b>	75688965	04/23/1999	2507634	11/13/2001
<b>DESIGN ONLY</b> 	75641605	02/12/1999	2685082	02/11/2003
<b>SILK</b>	75641604	02/12/1999	2302273	12/21/1999
<b>HORIZON ORGANIC</b>	75576076	10/23/1998	2633769	10/15/2002
<b>DESIGN ONLY</b>	75519365	07/15/1998	2646060	11/05/2002



				
WHITEWAVE	75276489	04/17/1997	2156710	05/12/1998
THE ORGANIC COW	75248818	02/27/1997	2187282	09/08/1998
WHITE WAVE SILK	75023573	11/22/1995	2084789	07/29/1997
HORIZON ORGANIC <i>and Design</i>	74569818	09/06/1994	1975824	05/28/1996
<b>HORIZON</b> 				
THE ORGANIC COW OF VERMONT <i>STYLIZED LETTERS</i>	74539646	06/20/1994	1923869	10/03/1995
THE ORGANIC COW OF VERMONT DESIGN ONLY	75279118	04/22/1997	2215813	01/05/1999
				
YO-YOS	76373055	2/19/2002	2792411	12/9/2003