

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
Whitewave Services, Inc.		04/02/2007	CORPORATION: 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: 15

Property Type	Number	Word Mark
Serial Number:	78791147	SWEET, CREAMY, SATISFYING
Serial Number:	78791141	WHAT'S YOUR COLOR?
Serial Number:	78602847	FOUNDATIONS
Serial Number:	78468558	DELATTÉ
Registration Number:	2908813	DELIGHT IN EVERY CUP
Registration Number:	2974216	SHAKE REALITY
Registration Number:	2748938	WAKE UP THE REAL YOU
Registration Number:	2858786	XPOSE THE CODE
Registration Number:	2814118	53 FEET OF CHOCOLATE
Serial Number:	77111268	GET STOK'D
Serial Number:	77087908	BLACK COFFEE SHOT
Serial Number:	77087902	MORE COFFEE IN YOUR COFFEE
Serial Number:	77054151	STOK
Serial Number:	77007378	JACK

CH \$390.00 78791147

Registration Number:

0553449

MONTICELLO

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

Phone: 214-981-3483

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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: 4

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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 SERVICES, INC., 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.

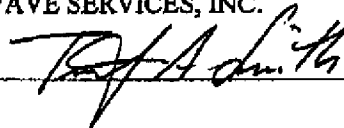
(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification 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.

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

WHITEWAVE SERVICES, INC.

By:

_____

Name: Timothy A. Smith

Title: Vice President and Treasurer

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


SWEET, CREAMY, SATISFYING <i>Block Letters</i>	78791147	01/13/2006		
WHAT'S YOUR COLOR? <i>Block Letters</i>	78791141	01/13/2006		
FOUNDATIONS <i>Block Letters</i>	78602847	04/06/2005		
DELATTE <i>Block Letters</i>	78468558	08/17/2004		
DELIGHT IN EVERY CUP <i>Block Letters</i>	78340261	12/12/03	2908813	12/07/2004
SHAKE REALITY <i>Block Letters</i>	78332413	11/24/2003	2974216	07/19/2005
WAKE UP THE REAL YOU	78124410	04/26/2002	2748938	8/05/2003
XPOSE THE CODE	78121804	04/15/2002	2858786	06/29/2004
53 FEET OF CHOCOLATE	78121800	04/15/2002	2814118	02/10/2004
GET STOK'D <i>and Design</i>	77111268	02/20/2007		
GET STÖK'D				
BLACK COFFEE SHOT <i>Block Letters</i>	77087908	01/22/2007		
MORE COFFEE IN YOUR COFFEE <i>Block Letters</i>	77087902	01/22/2007		
STOK <i>Block Letters</i>	77054151	11/30/2006		
JACK <i>Block Letters</i>	77007378	09/26/2006		
MONTICELLO <i>Stylized Letters</i>	71588446	11/28/1949	553449	1/15/1952
				

Exhibit A

DA1 383940v.1

TRADEMARK

RECORDED: 04/04/2007

REEL: 003515 FRAME: 0404