TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Grant of Security Interest in U.S. Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dean Intellectual Property Services, Inc., formerly known as Dean Intellectual Property Services, L.P.		04/30/2009	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:

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3550811	
Registration Number:	3252264	OVER THE MOON
Registration Number:	2975657	CAN YOU SAY ROSS SWISS WITHOUT A SMILE?
Registration Number:	3000658	ROSS SWISS
Registration Number:	2910465	ROSS SWISS DAIRIES
Registration Number:	2775829	COUNTRY LANE
Registration Number:	2863598	RUTHIE'S REQUESTS
Registration Number:	2715811	PBC SUPREME
Registration Number:	2947616	GRANDMA'S SECRET RECIPE
Serial Number:	77114388	LIFEMILK
Serial Number:	77114381	FITMILK
Registration Number:	3105731	IDEAL DAIRY FARMS
Registration Number:	2866216	VALET

CH $1515.00 3550811

Registration Number:	2147810	GOOD STUFF
Registration Number:	2100495	SKIM SUPREME
Registration Number:	2852238	COUNTRY FRESH
Registration Number:	2084633	HEALTHY DELIGHT
Registration Number:	1970663	
Registration Number:	1741509	DAIRY EASE
Registration Number:	1502401	FRANKLIN SPRINGS
Registration Number:	1513736	MELODY FARMS
Registration Number:	1438209	SHENANDOAH'S PRIDE
Registration Number:	1378326	STROH'S
Registration Number:	1165756	MELODY FARMS
Registration Number:	1149064	MELODY FARMS
Registration Number:	0673697	CCC
Registration Number:	2990464	CARBLIMIT
Serial Number:	78742791	DAIRY DUETS
Serial Number:	78731965	WELLSENSE
Registration Number:	3185994	
Registration Number:	2995293	LA CORONA
Registration Number:	2925220	AHHHH...NOW THAT'S MILK
Registration Number:	2902356	IT'S A BRAND NEW DAY
Registration Number:	2869199	VELVET SPRINGS
Registration Number:	3271112	EVERYTHING YOU LOVE, NOTHING YOU DON'T...
Serial Number:	77647349	FRESHLAST
Serial Number:	77464342	MILKHEAD
Serial Number:	77268696	MOO GOOD
Serial Number:	77607687	POMEGRANATE MEDLEY
Serial Number:	77307078	POWER KICK
Serial Number:	77408843	RIGHT START
Registration Number:	3457026	SONORA
Serial Number:	77629145	VELVET DREAM
Serial Number:	77261383	VIVA
Registration Number:	2999265	AMERICAN PRIDE
Registration Number:	1640081	DELICIOUS
Registration Number:	1899083	DELICIOUS
Registration Number:	1245919	DRIGGS FARMS

Registration Number:	2892804	EL PREMIO
Registration Number:	3051767	NET 4
Registration Number:	2617570	HEALTH MAID
Registration Number:	3375938	ANY TIME OF DAY, IT'S THE MORNING GLORY WAY.
Registration Number:	2448714	DAIRYLINK
Registration Number:	1515583	GG GOLDEN GUERNSEY DAIRY
Registration Number:	2878217	GRIP IT SIP IT
Registration Number:	3457997	MORNING GLORY
Registration Number:	3126992	MORNING GLORY
Registration Number:	3173996	MORNING GLORY
Registration Number:	3581709	MORNING GLORY
Registration Number:	2763040	TASTE THE PRIDE INSIDE.

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:	06/19/2009

Total Attachments: 6

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SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Supplemental Grant") is made effective as of April 30, 2009 by and from DEAN INTELLECTUAL PROPERTY SERVICES, INC., a Delaware corporation, formerly known as Dean Intellectual Property Services, L.P. (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 has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Supplemental 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, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental 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 Supplemental Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all 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 Supplemental 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 any of the Trademarks or unfair competition regarding the same.

TRADEMARK
REEL: 004008 FRAME: 0609

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

DEAN INTELLECTUAL PROPERTY SERVICES, INC.

By: _____

Name: Timothy A. Smith

Title: Vice President and Treasurer

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

TRADEMARK APPLICATIONS

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
DESIGN ONLY	77116528	2/26/2007	3550811	12/23/2008
OVER THE MOON *Block Letters*	78444783	07/01/2004	3252264	06/12/2007
CAN YOU SAY ROSS SWISS WITHOUT A SMILE? *and Design* Can you say Ross Swiss without a smile?	78249039	05/13/2003	2975657	07/26/2005
ROSS SWISS *and Design* Ross Swiss	78249029	05/13/2003	3000658	09/27/2005
ROSS SWISS DAIRIES	78249008	05/13/2003	2910465	12/14/2004
COUNTRY LANE	78189445	11/27/2002	2775829	10/21/2003
RUTHIE'S REQUESTS	78129642	05/17/2002	2863598	07/13/2004
PBC SUPREME	78124297	04/26/2002	2715811	05/13/2003
GRANDMA'S SECRET RECIPE	78123583	04/23/2002	2947616	05/10/2005
LIFEMILK *Block Letters*	77114388	02/23/2007		
FITMILK *Block Letters*	77114381	02/23/2007		
IDEAL DAIRY FARMS *Block Letters*	76636448	04/19/2005	3105731	06/20/2006
VALET	76498698	03/12/2003	2866216	07/27/2004
GOOD STUFF *and Design* GOOD STUFF	75289539	05/09/1997	2147810	03/31/1998
SKIM SUPREME	75063445	02/26/1996	2100495	09/23/1997
COUNTRY FRESH	75013828	11/02/1995	2852238	06/15/2004

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
HEALTHY DELIGHT	74718534	08/21/1995	2084633	07/29/1997
DESIGN ONLY	74607324	12/05/1994	1970663	04/23/1996
DAIRY EASE	74261895	04/02/1992	1741509	12/22/1992
FRANKLIN SPRINGS	73622851	09/29/1986	1502401	08/30/1988
MELODY FARMS	73615415	08/18/1986	1513736	11/22/1988
SHENANDOAH'S PRIDE	73529649	03/29/1985	1438209	04/28/1987
STROH'S (STRAW)	73509298	11/19/1984	1378326	01/14/1986
MELODY FARMS	73123967	04/25/1977	1165756	08/18/1981
MELODY FARMS	73090696	06/17/1976	1149064	03/24/1981
CCC *and Design*	72047940	3/18/1958	673697	2/10/1959
CARBLIMIT	78321739	10/31/2003	2990464	08/30/2005
DAIRY DUETS *Block Letters*	78742791	10/28/2005		
WELLSENSE *Block Letters*	78731965	10/12/2005		
DESIGN ONLY	78662546	07/01/2005	3185994	12/19/2006
LA CORONA *Block Letters*	78457240	07/27/2004	2995293	09/13/2005
AHHH…NOW THAT'S MILK *Block Letters*	78353940	01/20/2004	2925220	02/08/2005
IT'S A BRAND NEW DAY	78221418	03/04/2003	2902356	11/09/2004
VELVET SPRINGS	78192057	23/06/2002	2869199	08/03/2004
EVERYTHING YOU LOVE, NOTHING YOU DON'T… *Block Letters*	77012362	10/03/2006	3271112	7/31/2007
FRESHLAST	77647349	1/12/2009		
MILKHEAD	77464342	5/2/2008		
MOO GOOD	77268696	8/30/2007		

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
POMEGRANATE MEDLEY	77607687	11/5/2008		
POWER KICK	77307078	10/18/2007		
RIGHT START	77408843	2/28/2008		
SONORA (STYLIZED) & DESIGN	77268691	8/30/2007	3457026	7/1/2008
VELVET DREAM	77629145	12/9/2008		
VIVA	77261383	8/22/2007		
AMERICAN PRIDE	78429143	6/3/2004	2999265	9/20/2005
DELICIOUS	74059571	5/17/1990	1640081	4/2/1991
DELICIOUS (STYLIZED)	74447246	10/13/1993	1899083	6/13/1995
DRIGGS FARMS	73308137	4/30/1981	1245919	7/19/1983
EL PREMIO & DESIGN	76526512	6/27/2003	2892804	10/12/2004
NET 4 (STYLIZED)	78453419	7/20/2004	3051767	1/24/2006
HEALTH MAID	76259629	5/18/2001	2617570	9/10/2002
ANY TIME OF DAY, IT'S THE MORNING GLORY WAY	78/703653	8/30/2005	3375938	1/29/2008
DAIRYLINK	75/722974	6/7/1999	2448714	5/8/2001
GG GOLDEN GUERNSEY DAIRY & design	73/607940	7/7/1986	1515583	12/6/1988
GRIP IT SIP IT	76/249391	5/1/2001	2878217	8/31/2004
MORNING GLORY	78/691243	8/12/2005	3457997	7/1/2008
MORNING GLORY	78/784694	1/4/2006	3126992	8/8/2006
MORNING GLORY & design	78/784589	1/4/2006	3173996	11/21/2006
MORNING GLORY & design	78/703648	8/30/2005	3581709	2/24/2009
TASTE THE PRIDE INSIDE	75/388333	11/12/1997	2763040	9/16/2003