TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dean Intellectual Property Services II, Inc.		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 banking association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3329519	HEALTH PROBIOTICS FOR LIFE
Registration Number:	3169293	
Registration Number:	2861977	CAL AND HIS FRIENDS
Registration Number:	1074677	ADOHR FARMS
Registration Number:	2976177	80 'N SUNNY
Registration Number:	3349562	COUNTRY CHURN
Registration Number:	3102028	DEAN'S DELIGHT
Registration Number:	2926448	LESS CARBS
Registration Number:	3437499	READY FOR LIFE
Registration Number:	2990385	REDISCOVER LIFE'S GOODNESS
Registration Number:	2815031	GIVE 'EM FIVE
Registration Number:	2778018	TLC
Serial Number:	78951581	HEALTH PROBIOTICS FOR LIFE

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Registration Number:	3244988	MEADOW BROOK
Registration Number:	3274893	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
Registration Number:	3481809	APPLE-RIFFIC
Registration Number:	3408559	BERKELEY FARMS
Serial Number:	77523221	CHUG RESTORE
Serial Number:	77297334	CHUG TO GO
Serial Number:	77511312	DEAN'S RESTORE
Serial Number:	77629957	DEAN'S REWARDS
Serial Number:	77547889	EASY
Registration Number:	3368549	HAVAGLASSIDOPHILUS
Registration Number:	3515252	ICE CREAMIER
Registration Number:	3440437	SUNSET DIPS
Registration Number:	3482787	ATLANTA DAIRIES
Registration Number:	3350717	KATIE
Registration Number:	2199767	KINNETT
Registration Number:	2768498	MATHIS DAIRY
Registration Number:	1268691	PEELERS
Registration Number:	1268692	PEELERS
Registration Number:	1269403	PEELERS FARM FRESH

CORRESPONDENCE DATA

Fax Number: (214)981-3400

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

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ATTORNEY DOCKET NUMBER:	36084-35920
NAME OF SUBMITTER:	Dusan Clark

Signature:	/Dusan Clark/
Date:	08/20/2009

Total Attachments: 5
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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 II, INC., a Delaware corporation, formerly known as Dean Intellectual Property Services II, 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
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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 II, 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.
HEALTH PROBIOTICS FOR LIFE *and Design*	78951400	08/14/2006	3329519	11/06/2007
DESIGN ONLY	78154503	08/15/2002	3169293	11/07/2006
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 *Block Letters*	78434133	06/11/2004	2976177	7/26/2005
COUNTRY CHURN *Block Letters*	78642287	06/02/2005	3349562	12/04/2007
DEAN'S DELIGHT *Block Letters*	78484197	09/15/2004	3102028	06/06/2006
LESS CARBS *Block Letters*	78444798	07/01/2004	2926448	2/15/2005
READY FOR LIFE	78275557	07/17/2003	3437499	05/27/2008
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 PROBIOTICS FOR LIFE *and Design*	78951581	08/14/2006		
MEADOW BROOK *Block Letters*	78947092	08/08/2006	3244988	5/22/2007
COUNTRY CHARM *Block Letters*	78880591	05/10/2006	3274893	8/07/2007
MAYFIELD DAIRY FARMS JERSEY *and Design*	78703488	08/30/2005	3200921	1/23/2007

MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.
NURTURE *Block Letters*	77102390	02/08/2007		
DAIRYOPOLIS *Block Letters*	77091210	01/25/2007		
HOG HEAVEN *Block Letters*	77076571	01/05/2007		
ENSALADA DE FRUTA (FRUIT SALAD)	78154290	8/15/2002	2829837	04/06/2004
APPLE-RIFFIC	77226163	7/10/2007	3481809	8/5/2008
BERKELEY FARMS	77240261	7/27/2007	3408559	4/8/2008
CHUG RESTORE	77523221	7/16/2008		
CHUG TO GO	77297334	10/5/2007		
DEAN'S RESTORE	77511312	6/30/2008		
DEAN'S REWARDS	77629957	12/10/2008		
EASY	77547889	8/15/2008		
HAVAGLASSIDOPHILUS	77173246	5/4/2007	3368549	1/15/2008
ICE CREAMIER	77341377	11/30/2007	3515252	10/14/2008
SUNSET DIPS	77304900	10/16/2007	3440437	6/3/2008
ATLANTA DAIRIES	76674067	3/14/2007	3482787	8/12/2008
KATIE & DESIGN	76673327	2/28/2007	3350717	12/11/2007
KINNETT	75348579	8/28/1997	2199767	10/27/1998
MATHIS DAIRY	75337920	8/8/1997	2768498	9/30/2003
PEELERS	73366845	5/27/1982	1268691	2/28/1984
PEELERS (STYLIZED)	73366848	5/27/1982	1268692	2/28/1984
PEELERS FARM FRESH & DESIGN	73370789	6/21/1982	1269403	3/6/1984