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
Friendship Dairies, LLC		04/30/2009	LIMITED LIABILITY COMPANY: 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: 8

Property Type	Number	Word Mark
Serial Number:	77510083	ACT NATURAL. EAT NATURAL. LIVE NATURAL. BE NATURAL
Registration Number:	3005541	
Serial Number:	77117982	FIT TO GO
Registration Number:	3509089	FRIENDSHIP
Registration Number:	2849035	FRIENDSHIP ALL NATURAL
Serial Number:	77378649	PRO-ACTIVE NUTRIENTS
Registration Number:	2977691	SQUEEZE YOGURT "TO-GO!"
Registration Number:	2995588	YO-GEEEEE!

CH $215.00 77510083

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:	08/21/2009

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 30, 2009 by and from FRIENDSHIP DAIRIES, LLC (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 of Security Interest effective as of the date first written above.

FRIENDSHIP DAIRIES, LLC

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

STATE OF Texas)
Dallas COUNTY)

On ~~April~~ Aug 7, 2009, before me, Lynn M. Harris, Notary Public, personally appeared Timothy A. Smith, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)

LYNN M. HARRIS
MY COMMISSION EXPIRES
May 21, 2011

_____
Notary Public, State of Texas
My Commission Expires: 5/21/11

Signature Page for Grant of
Security Interest in United States Trademarks

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

Attached.

Friendship Dairies, LLC

Owner: Friendship Dairies, LLC One Jericho Plaza

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
10768	United States	ACT NATURAL. EAT NATURAL. LIVE NATURAL. BE NATURAL.	29	77/510083	6/27/2008			Pending Application
10594	United States	DOVE Design	29	76/606078	8/9/2004	3,005,541	10/11/2005	Registered
10606	United States	FIT TO GO	29	77/117982	2/28/2007			Pending Application
10596	United States	FRIENDSHIP & DOVE Design	29	76/654080	1/26/2006	3,509,089	9/30/2008	Registered
10595	United States	FRIENDSHIP ALL NATURAL & DOVE Design	29	76/502433	3/31/2003	2,849,035	6/1/2004	Registered
10715	United States	PRO-ACTIVE NUTRIENTS & Design	29	77/378649	1/23/2008			Pending Application
10607	United States	SQUEEZE YOGURT "TO-GO!" (Stylized)	29	76/546997	9/25/2003	2,977,691	7/26/2005	Registered
10608	United States	YO-GEEEEE!	29	76/532322	7/25/2003	2,995,588	9/13/2005	Pending Application

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