

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental Grant of Security Interest
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Dean Intellectual Property Services II, Inc.	04/30/2009
<b>RECEIVING PARTY DATA</b>	
Name:	JPMorgan Chase Bank, National Association, as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
<b>PROPERTY NUMBERS Total: 9</b>	
Property Type	Number
Application Number:	11688395
Patent Number:	D502098
Patent Number:	D408284
Patent Number:	D371074
Patent Number:	D370631
Patent Number:	D369748
Patent Number:	D512320
Patent Number:	D511462
Application Number:	11780197
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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CH \$360.00 11688395

**500942713**

**PATENT**  
**REEL: 023129 FRAME: 0175**

Address Line 2: 717 N. Harwood St., Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-35920
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NAME OF SUBMITTER:	Dusan Clark
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Total Attachments: 4 source=DIPS II Patents#page1.tif source=DIPS II Patents#page2.tif source=DIPS II Patents#page3.tif source=DIPS II Patents#page4.tif
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**SUPPLEMENTAL GRANT OF SECURITY INTEREST  
IN UNITED STATES PATENTS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (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 patents (the "Patents") listed on Exhibit A attached hereto, which Patents are issued or pending issuance 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.

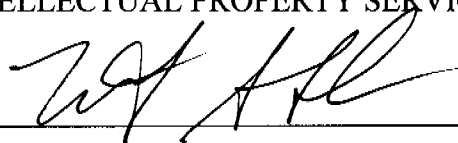
(a) This Supplemental Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification 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 Patents 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 Patents 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 Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

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 PATENTS  
Exhibit A - SCHEDULE OF PATENTS

PATENT NO. PUBLICATION NO. SERIAL NO.	TITLE	STATUS
11/688395	LIQUID CONTAINER (CASELESS PROJECT)	PENDING
D502098	THUMB GRIP FOR HANDLE OF FOOD PRODUCT CONTAINER	PATENT
D408284	CLOSURE	PATENT
D371074	CLOSURE	PATENT
D370631	CLOSURE	PATENT
D369748	CLOSURE	PATENT
D512320	FOOD PRODUCT CONTAINER	PATENT
D511462	FOOD PRODUCT CONTAINER	PATENT
11/780197	STACKABLE LIQUID CONTAINER	PENDING