

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dean Intellectual Property Services II, Inc.	07/02/2013
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
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D512320
Patent Number:	D511462
Patent Number:	D502098
Patent Number:	8047392
Patent Number:	8403144
Patent Number:	8235214
Application Number:	12429452
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	36084-35920
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	07/03/2013
<p>Total Attachments: 5</p> <p>source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Intellectual Property Services) - Execute#page1.tif</p> <p>source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Intellectual Property Services) - Execute#page2.tif</p> <p>source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Intellectual Property Services) - Execute#page3.tif</p> <p>source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Intellectual Property Services) - Execute#page4.tif</p> <p>source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Intellectual Property Services) - Execute#page5.tif</p>	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of July 2, 2013 by and from DEAN INTELLECTUAL PROPERTY SERVICES II, 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"), the Lenders and the Grantee have entered into a Credit Agreement dated July 2, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated July 2, 2013 (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 a Pledge and Security Agreement dated July 2, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibit A attached hereto, which Patents are issued or pending 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 of the Grantor and (ii) all of the obligations and liabilities of the Grantor 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 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 Patents 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 the Patents 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.

DEAN INTELLECTUAL PROPERTY SERVICES II,
INC.

By: 

Name: Timothy A. Smith

Title: Senior Vice President, Finance and Treasurer

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

Exhibit A

PATENT
REEL: 030747 FRAME: 0621

DEAN INTELLECTUAL PROPERTY SERVICES II, INC.
Patent Applications and Patents

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	EXPIRATION DATE (provided maintenance fees paid)
One Gallon Square Food Product Container	29/183,337	6/10/2003	D512,320	12/6/2005	12/16/2019
One Gallon Square Food Product Container (DIV of 29/183,337)	29/200,891	3/5/2004	D511,462	11/15/2005	11/15/2019
Thumb Grip For Handle of Food Product Container (CON of 29/183,337)	29/202,167	3/25/2004	D502,098	2/22/2005	02/22/2019
Stackable Liquid Container	11/780,197	7/19/2007	8,047,392	11/1/2011	08/09/2027* *21 day Patent term adjustment
Liquid Container: Method for Use and Distribution Thereof (CIP of 11/780,197)	12/562,661	9/18/2009	8,403,144	3/26/2013	
Stackable Liquid Container with Tunnel-Shaped Base (CIP of 11/780,197)	12/562,700	9/18/2009	8,235,214	8/7/2012	2/5/2028
System and Method for Preparing a Liquid	12/429,452	4/24/2009			