

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 Foods Company	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: 4	
Property Type	Number
Patent Number:	D430033
Application Number:	12765378
Application Number:	12966628
Application Number:	13369046
CORRESPONDENCE DATA	
Fax Number:	2149813400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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

502408514

PATENT
 REEL: 030747 FRAME: 0623

CH \$160.00 D430033

Signature:	/Dusan Clark/
Date:	07/03/2013
Total Attachments: 4 source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Foods Company) - Executed#page1.tif source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Foods Company) - Executed#page2.tif source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Foods Company) - Executed#page3.tif source=Dean Foods_ 2013 Confirmatory Grant of SI in Patents (Dean Foods Company) - Executed#page4.tif	

**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 FOODS COMPANY, 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, the Grantor, 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 and certain Subsidiaries of the Grantor 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 all the Secured Obligations of the Grantor. 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 FOODS COMPANY

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: 0627

DEAN FOODS COMPANY
Patent Applications and Patents

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	EXPIRATION DATE (provided maintenance fees paid)
Container	29/103,585	4/16/1999	D430,033	8/29/2000	08/29/2014
Removing Gas Additives from Raw Milk	12/765,378	4/22/2010			
Food Packaging Closure With An Oxygen Scrubbing Function	12/966,628	12/13/2010			
Reduced Fat Food Product	13/369,046	02/08/2012			