

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336484

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DEAN INTELLECTUAL PROPERTY SERVICES II, INC.		03/26/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	555 CALIFORNIA STREET
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2120365	ALTA DENA EXPRESS
Registration Number:	2091094	ALTA DENA NATURAL SELECT
Registration Number:	1713989	ALTA-DENA
Registration Number:	1711969	ALTA-DENA
Registration Number:	1232915	BARBER'S
Registration Number:	3408559	BERKELEY FARMS
Registration Number:	1343368	
Registration Number:	1342947	
Registration Number:	1953924	
Registration Number:	791524	BRIDGEMAN
Registration Number:	877099	BRIDGEMAN
Registration Number:	2036725	BROWN COW
Registration Number:	1458563	CHOCO-RIFFIC!
Registration Number:	2669410	CHUG
Registration Number:	2187950	CHUG
Registration Number:	3274893	COUNTRY CHARM
Registration Number:	1838793	COUNTRY CHARM
Registration Number:	2033657	COUNTRY CHARM

CH \$1540.00 2120365

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1555897	DAIRY PURE
Registration Number:	4393632	DAIRYOPOLIS
Registration Number:	1634258	DEAN FOODS
Registration Number:	4361412	DEAN'S
Registration Number:	1747280	DEAN'S
Registration Number:	2077365	DEAN'S
Registration Number:	1747283	DEAN'S
Registration Number:	2101292	DEAN'S
Registration Number:	3102028	DEAN'S DELIGHT
Registration Number:	2602258	DEAN'S EASY
Registration Number:	3805320	EASY
Registration Number:	1872857	FAST TRACK DELIVERY SYSTEM
Registration Number:	838013	FIELDCREST
Registration Number:	2468424	FLAVORTIGHT BOTTLE
Registration Number:	2815031	GIVE 'EM FIVE
Registration Number:	3329519	HEALTH PROBIOTICS FOR LIFE
Registration Number:	3464635	HEALTH PROBIOTICS FOR LIFE
Registration Number:	3515252	ICE CREAMIER
Registration Number:	2324110	MAYFIELD
Registration Number:	2257027	MAYFIELD
Registration Number:	2266789	MAYFIELD DAIRY FARMS
Registration Number:	2549203	MAYFIELD DAIRY FARMS
Registration Number:	3200921	MAYFIELD DAIRY FARMS JERSEY
Registration Number:	2106819	MCARTHUR
Registration Number:	3244988	MEADOW BROOK
Registration Number:	2215532	MILK CHUG
Registration Number:	3459250	NURTURE
Registration Number:	3943877	NUTTY BUDDY
Registration Number:	677442	NUTTY BUDDY
Registration Number:	887952	NUTTY BUDDY
Registration Number:	2990385	REDISCOVER LIFE'S GOODNESS
Registration Number:	3169293	
Registration Number:	2865936	SINCE 1932 BUD'S ICE CREAM OF SAN FRANCI
Registration Number:	2445277	
Registration Number:	2123886	
Registration Number:	2455101	T.G. LEE
Registration Number:	2777150	THE DEAN ADVANTAGE
Registration Number:	2479484	TURTLE TRACKS

Property Type	Number	Word Mark
Registration Number:	1066327	VERIFINE
Registration Number:	3821695	WWW.SAVEFIVEFORSCHOOLS.COM
Registration Number:	2961599	
Registration Number:	1567396	YOU CAN TASTE HOW MUCH WE CARE
Registration Number:	2198660	CHUG PACK

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARK LANGER

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	37051-75
NAME OF SUBMITTER:	MARK LANGER
SIGNATURE:	/MARK LANGER/
DATE SIGNED:	03/27/2015

Total Attachments: 8

source=0 - Dean Intellectual Property Trademark Security Agreement#page1.tif
source=0 - Dean Intellectual Property Trademark Security Agreement#page2.tif
source=0 - Dean Intellectual Property Trademark Security Agreement#page3.tif
source=0 - Dean Intellectual Property Trademark Security Agreement#page4.tif
source=0 - Dean Intellectual Property Trademark Security Agreement#page5.tif
source=0 - Dean Intellectual Property Trademark Security Agreement#page6.tif
source=0 - Dean Intellectual Property Trademark Security Agreement#page7.tif
source=0 - Dean Intellectual Property Trademark Security Agreement#page8.tif

**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 March 26, 2015 by and from DEAN INTELLECTUAL PROPERTY SERVICES II, INC., a Delaware corporation (the "Grantor"), to and in favor of BANK OF AMERICA, N.A., (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 March 26, 2015 (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 March 26, 2015 (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 March 26, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, the Grantor owns certain Trademarks, including but not limited to those Trademarks listed on Exhibit A attached hereto, which listed 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 Pledge and Security 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 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 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.

3) Pledge and Security Agreement. The lien and security interest granted pursuant to this Confirmatory Grant is granted in conjunction with the lien and security interest granted to the Grantee pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Pledge and Security Agreement. In the event that any provision of this Confirmatory Grant is deemed to conflict with the Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

4) Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Confirmatory Grant.

5) GOVERNING LAW. THIS CONFIRMATORY GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED BY AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6) Counterparts. This Confirmatory Grant and any amendments, waivers, consents or supplements hereto may be executed in counterparts and by different parties hereto on separate counterparts, each of which shall be an original, but all together one and the same instrument.

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: James V. Kenwood

Title: Vice President and Treasurer

IN WITNESS WHEREOF, the Grantee has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

BANK OF AMERICA, N.A.

By: 
Name: David L. Catherall
Title: Managing Director

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

Attached.

Dean Intellectual Property Services II, Inc. U.S. Trademarks

Report Date: 3/19/2015

Page:

1

Owner: Dean Intellectual Property Services II, Inc.

2711 North Haskell Avenue
Suite 3400

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
9535	United States	ALTA DENA EXPRESS	42	75/032412	12/14/1995	2,120,365	12/9/1997	Registered
9534	United States	ALTA DENA NATURAL SELECT and Design	29	75/147039	8/8/1996	2,091,094	8/26/1997	Registered
9525	United States	ALTA-DENA	30	74/225300	11/25/1991	1,713,989	9/8/1992	Registered
9524	United States	ALTA-DENA	29	74/225001	11/25/1991	1,711,969	9/11/1992	Registered
9733	United States	BARBER'S and Design	29, 32	73/308264	4/30/1981	1,232,915	3/29/1983	Registered
10530	United States	BERKELEY FARMS	29, 30, 32	77/240261	7/27/2007	3,408,559	4/8/2008	Registered
9802	United States	BIRD ON THE MAILBOX Design	39	73/471477	3/19/1984	1,343,368	6/18/1985	Registered
9801	United States	BIRD ON THE MAILBOX Design	29	73/471478	3/19/1984	1,342,947	6/18/1985	Registered
9798	United States	BIRD ON THE MAILBOX Design	29, 30, 32	74/353492	1/28/1993	1,953,924	2/6/1996	Registered
9480	United States	BRIDGEMAN	29	72/206365	11/17/1964	791,524	6/22/1965	Registered
9481	United States	BRIDGEMAN and Design	29, 30, 32	72/276238	7/18/1967	877,099	9/16/1969	Registered
9415	United States	BROWN COW	30	75/009283	9/20/1996	2,036,725	2/11/1997	Registered
9818	United States	CHOCO-RIFFIGI	29	73/644289	2/12/1987	1,458,563	9/22/1987	Registered
9417	United States	CHUG	32	75/391756	11/17/1997	2,669,410	12/31/2002	Registered
9501	United States	CHUG	29	75/391755	11/17/1997	2,187,950	9/8/1998	Registered
9620	United States	CHUG PACK	29	75/407629	12/18/1997	2,198,660	10/20/1998	Registered
10529	United States	COUNTRY CHARM	29	78/880591	5/20/2006	3,274,893	8/7/2007	Registered
9819	United States	COUNTRY CHARM	30	74/368934	3/18/1993	1,838,793	6/7/1994	Registered
9461	United States	COUNTRY CHARM	29, 32	75/032115	12/13/1995	2,033,657	1/28/1997	Registered
9825	United States	DAIRY PURE	29	73/704704	1/11/1988	1,555,897	9/12/1989	Registered
11613	United States	DAIRYOPOLIS	30	85/642563	6/4/2012	4,393,632	8/27/2013	Registered
9685	United States	DEAN FOODS	29, 30	74/029255	2/15/1990	1,634,258	2/5/1991	Registered
11680	United States	DEAN'S	29	85/778306	11/13/2012	4,361,412	7/2/2013	Registered
9689	United States	DEAN'S	29	74/281230	6/1/1992	1,747,280	1/19/1993	Registered
9614	United States	DEAN'S	30	75/119915	6/10/1996	2,077,365	7/8/1997	Registered
9687	United States	DEAN'S	29, 30	74/283492	6/10/1992	1,747,283	1/19/1993	Registered
9615	United States	DEAN'S	29, 30, 32	75/161952	9/6/1996	2,101,292	9/30/1997	Registered
10329	United States	DEAN'S DELIGHT	30	78/484197	9/15/2004	3,102,028	6/6/2006	Registered
9448	United States	DEAN'S EASY	29	76/098177	7/27/2000	2,602,258	7/30/2002	Registered
10797	United States	EASY	29	77/547889	8/15/2008	3,805,320	6/22/2010	Registered

TRADEMARK

REEL: 005487 FRAME: 0284

9826	United States	FAST TRACK DELIVERY SYSTEM & Design	39	74/444422	10/6/1993	1,872,857	1/10/1995	Registered
9755	United States	FIELDCREST (Stylized)	29	72/254920	9/22/1966	838,013	10/31/1967	Registered
9507	United States	FLAVORTIGHT BOTTLE	29	75/802997	9/20/1999	2,468,424	7/10/2001	Registered
9896	United States	GIVE 'EM FIVE	29, 32, 36	78/204182	1/16/2003	2,815,031	2/17/2004	Registered
10541	United States	HEALTH PROBIOTICS FOR LIFE & Design	29	78/951400	8/14/2006	3,329,519	11/6/2007	Registered
10753	United States	HEALTH PROBIOTICS FOR LIFE & Design	30	78/980187	8/14/2006	3,464,635	7/8/2008	Registered
10701	United States	ICE CREAMIER	30	77/341377	11/30/2007	3,515,252	10/14/2008	Registered
9849	United States	MAYFIELD	29, 30, 32	75/648015	2/23/1999	2,324,110	2/29/2000	Registered
9848	United States	MAYFIELD	30	75/474576	4/27/1998	2,257,027	6/29/1999	Registered
9847	United States	MAYFIELD DAIRY FARMS	29, 30, 32	75/470023	4/20/1998	2,266,789	8/3/1999	Registered
9435	United States	MAYFIELD DAIRY FARMS and Design	30	76/058492	5/30/2000	2,549,203	3/19/2002	Registered
10420	United States	MAYFIELD DAIRY FARMS	39	78/703488	8/30/2005	3,200,921	1/23/2007	Registered
9628	United States	JERSEY and Design	29, 32	75/153086	8/20/1996	2,106,819	10/21/1997	Registered
10540	United States	MEADOW BROOK	29, 32	78/947092	8/8/2006	3,244,988	5/22/2007	Registered
9619	United States	MILK CHUG	29	75/977879	3/31/1997	2,215,532	12/29/1998	Registered
10751	United States	NURTURE	29	77/975499	2/8/2007	3,459,250	7/1/2008	Registered
11338	United States	NUTTY BUDDY	30	85/103836	8/10/2010	3,943,877	4/12/2011	Registered
10994	United States	NUTTY BUDDY	30	72/054417	6/27/1958	677,442	4/21/1959	Registered
10995	United States	NUTTY BUDDY	30	72/298839	5/22/1968	887,952	3/17/1970	Registered
10071	United States	REDISCOVER LIFE'S GOODNESS	29, 30, 32	78/275429	7/17/2003	2,990,385	8/30/2005	Registered
9655	United States	RIVER OF LIFE LOGO02	29, 30, 32	78/154503	8/15/2002	3,169,293	11/7/2006	Registered
9459	United States	SINCE 1932 BUD'S ICE CREAM OF SAN FRANCISCO & Design	30	76/240316	4/12/2001	2,865,936	7/27/2004	Registered
9510	United States	SPLASH GLASS design	29	75/980064	12/18/1997	2,445,277	4/17/2001	Registered
9606	United States	SPLASH GLASS design	29, 32	75/229328	1/22/1997	2,123,886	12/23/1997	Registered
9886	United States	T.G. LEE	29, 32	76/003846	3/20/2000	2,455,101	5/29/2001	Registered
9472	United States	THE DEAN ADVANTAGE	35	76/104556	8/7/2000	2,777,150	10/28/2003	Registered
9467	United States	TURTLE TRACKS	30	75/927737	2/24/2000	2,479,484	8/21/2001	Registered
9753	United States	VERIFINE	29	73/050787	4/28/1975	1,066,327	5/24/1977	Registered
11083	United States	WWW.SAVEFIVEFORSCH OOLS.COM	29, 32	77/892498	12/14/2009	3,831,695	7/20/2010	Registered
9532	United States	YELLOW JUG CONTAINER	29	74/201052	9/6/1991	2,961,599	6/14/2005	Registered

TRADEMARK

REEL: 005487 FRAME: 0285

Dean Intellectual Property Services II, Inc. U.S. Trademarks

Report Date: 3/19/2015

Page: 3

9676	United States	YOU CANTASTE HOW MUCH WE CARE	30	73/779040	2/6/1989	1,567,396	11/21/1989	Registered
------	---------------	----------------------------------	----	-----------	----------	-----------	------------	------------

TRADEMARK

REEL: 005487 FRAME: 0286

RECORDED: 03/27/2015