

D\$

06-14-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨ ▼



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102122713

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pierre Foods, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- Other 6-10-02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: May 29, 2002

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: 18th Floor

Street Address: One Boston Place

City: Boston State: MA Zip: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/254,000

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

2,005,805

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Niki Wolfe

Internal Address: Choate, Hall & Stewart

Street Address: Exchange Place

53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 3.41).....\$ 1,340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jessica McCaul
Name of Person Signing

Signature

6/7/2002
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

06/13/2002 LNUJELLER 00000298 76254000

01 FC:481
02 FC:482

40.00 OP
1300.00 OP

TRADEMARK
REEL: 002525 FRAME: 0138

1,876,055
2,426,560
2,544,625
2,510,217
2,529,860
2,561,735
1,331,238
1,912,699
2,052,455
2,152,895
2,261,726
1,554,935
1,626,155
2,112,383
1,121,101
2,273,614
2,345,081
2,485,773
1,388,435
1,387,648
1,677,773
1,517,327
1,917,400
2,525,981
1,505,035
2,052,456
2,016,292
2,505,029
2,437,502
1,270,140
1,642,199
2,330,338
2,327,379
2,327,377
1,784,320
2,319,248
1,257,730
1,270,954
1,598,832
1,276,424
1,275,419
2,132,710
1,928,706
2,322,506
2,302,272
1,505,013

1,599,764
1,781,595
TM 7315

Pending
76/211,365
76/258,563



EXECUTION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of May 29, 2002 by and between PIERRE FOODS, INC., a North Carolina corporation (the "Grantor"), and FOOTHILL CAPITAL CORPORATION, as agent for each of the Lenders referred to below (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time, the "Loan Agreement") by and among the Grantor, the Agent and the Lenders signatory thereto (the "Lenders" and, collectively with the Agent, the "Secured Parties"), the Secured Parties have agreed, subject to the terms and conditions set forth therein, to make certain loans and provide other financial accommodations to the Grantor (collectively, the "Loans");

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Parties a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Secured Parties to make Loans to the Grantor pursuant to the Loan Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by each Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith,

whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark"); and

(b) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark.

SECTION 3. Loan Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for its benefit and the ratable benefit of each other Secured Party, under the Loan Agreement. The Loan Agreement (and all rights and remedies of the Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Loan Agreement or (ii) the final payment in full of all of the Obligations and the termination of the obligation of the Secured Parties to make the Loans, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Agent and each other Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

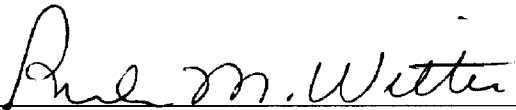
SECTION 6. Governing Law. The execution, delivery and performance of this Agreement shall be governed by and construed in accordance with the internal laws of The Commonwealth of Massachusetts.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

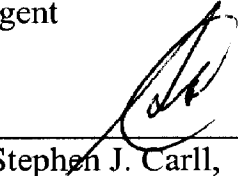
[Signatures appear on next page.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PIERRE FOODS, INC.

By: 
Pamela M. Witters,
Chief Financial Officer

FOOTHILL CAPITAL CORPORATION,
as Agent

By: 
Stephen J. Carll,
Vice President

Commonwealth of Massachusetts

County of Suffolk, ss:

May 27, 2002

Then personally appeared the above named Pamela M. Witters, as Chief Financial Officer of Pierre Foods, Inc., and acknowledged the foregoing instrument to be her free act and deed as Chief Financial Officer of Pierre Foods, Inc., before me,



Notary Public

My commission expires: 7/26/02

SCHEDULE I
to Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	BREAKFAST ON THE GO! and Design	2,005,805	10/08/1996
U.S.A.	CAFÉ PIERRE	1,876,055	01/24/1995
U.S.A.	CAFETERIA ADVENTURES	2,426,560	02/06/2001
U.S.A.	CHIX-B-Q	2,544,625	03/05/2002
U.S.A.	CHIX-B-Q	2,510,217	11/20/2001
U.S.A.	CHOP HOUSE	2,529,860	01/15/2002
U.S.A.	CHOP HOUSE	2,561,735	04/16/2002
U.S.A.	COMMODITY MAGIC	1,331,238	04/16/1985
U.S.A.	DINE 'N' WITH	1,912,699	08/15/1995
U.S.A.	FAST CHOICE	2,052,455	04/15/1997
U.S.A.	FAST CHOICE	2,152,895	04/21/1998
U.S.A.	FASTBITES	2,261,726	07/13/1999
U.S.A.	FRENCH TOAST BOAT	1,554,935	09/05/1989
U.S.A.	FRENCH TOAST BOAT and Design	1,626,155	12/04/1990
U.S.A.	GLOBAL GRILL	2,112,383	11/11/1997
U.S.A.	GOLDDIGGER	1,121,101	06/26/1979
U.S.A.	H.E.L.P.S. HEALTHCARE ENTRÉE LOW PREP SOLUTIONS	2,273,614	08/31/1999
U.S.A.	HAM-N-GO Stylized	2,345,081	04/25/2000
U.S.A.	HEARTHSIDE SELECT	2,485,773	09/04/2001
U.S.A.	HOT DIGGITY SUBS	1,388,435	04/01/1986
U.S.A.	HOT DIGGITY SUBS and Design	1,387,648	03/25/1986
U.S.A.	LEAN MAGIC	1,677,773	03/03/1992
U.S.A.	LIKE MOM'S and Design	1,517,327	12/20/1988
U.S.A.	LINK-N-DOG	1,917,400	09/05/1995
U.S.A.	MAIN STREET DINER	2,525,981	01/01/2002
U.S.A.	MICRO-WICHES	1,505,035	09/20/1988
U.S.A.	PIERRE CLASSICS	2,052,456	04/15/1997
U.S.A.	PIERRE MAIN STREET DINER	2,016,292	11/12/1996
U.S.A.	PIERRE SELECT	2,505,029	11/06/2001

U.S.A.	PIERRE SELECT	2,437,502	03/20/2001
U.S.A.	PIZZA PARLOR SANDWICH	1,270,140	03/13/1984
U.S.A.	PIZZA PARLOR SANDWICH	1,642,199	04/23/1991
U.S.A.	PROUD TO SERVE	2,330,338	03/14/2000
U.S.A.	PROUD TO SERVE	2,327,379	03/07/2000
U.S.A.	PROUD TO SERVE AMERICA'S HEROS	2,327,377	03/07/2000
U.S.A.	QUICK-WICHES	1,784,320	07/27/1993
U.S.A.	RIB NIBBLERS	2,319,248	02/15/2000
U.S.A.	RIB-B-Q	1,257,730	11/15/1983
U.S.A.	RIB-B-Q	1,270,954	03/20/1984
U.S.A.	RIB-B-Q	1,598,832	05/29/1990
U.S.A.	RIB-B-Q and Design	1,276,424	05/01/1984
U.S.A.	RIB-B-Q and Design	1,275,419	04/24/1984
U.S.A.	RIB-B-Q and Design	2,132,710	01/27/1998
U.S.A.	SAUS-A-RAGE	1,928,706	10/17/1995
U.S.A.	SELECT RECIPE	2,322,506	02/22/2000
U.S.A.	SHOESTRINGS	2,302,272	12/21/1999
U.S.A.	TWO-FERS	1,505,013	09/20/1988
U.S.A.	TWO-FERS	1,599,764	06/05/1990
U.S.A.	WONDERBITES	1,781,595	07/13/1993
Canada	RIB-B-Q	TMA 305,055	07/19/1985
Canada	RIB-B-Q and Design	TMA 305,056	07/19/1985
State of Ohio	PIERRE and Design	TM 7315	05/22/1986

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.A.	BIG AZ	76/254,000	05/08/2001
U.S.A.	DELI BREAK	76/211,365	02/15/2001
U.S.A.	HOT 'N' READY	76/258,563	05/17/2001

Trademark Applications in Preparation

None.