

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

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

1. Name of conveying party(ies):

Harris Trust and Savings Bank, as Agent

- Individual(s)
- General Partnership
- Corporation-State
- Other Illinois banking corporation
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Cagle's, Inc.

Internal

Address: _____

Street Address: 900 Ashwood Parkway, Suite 610

City: Atlanta State: GA Zip: 30338

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

3. Nature of conveyance:

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

Execution Date: January 30, 2004

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

A. Trademark Application No.(s)

See attached Exhibit A.

B. Trademark Registration No.(s)

See attached Exhibit A.

Additional number(s) attached Yes No

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

Name: Jacquelynn Jordan

Internal Address: Parker, Hudson,

Rainer & Dobbs LLP

Street Address: 1500 Marquis Two Tower

285 Peachtree Center Avenue, N.E.

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41).....\$ 240

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

502831

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

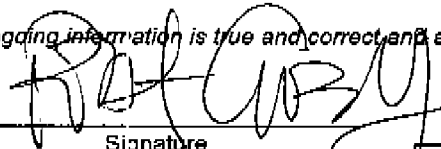
DO NOT USE THIS SPACE

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.

Bob Crosby

Name of Person Signing



Signature

February 10, 2004

Date

Total number of pages including cover sheet, attachments, and document: **6**

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

CH \$240.00 602831 76226143

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

| TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE |
|---------------------------|---------------------|-------------------|
| Talmadge Farm | 2501455 | 10/30/01 |
| Talmadge Farm | 2604699 | 8/6/02 |
| Our Premium Talmadge Farm | 2631324 | 10/8/02 |
| Mrs. Letty's | 2529036 | 1/15/02 |
| Mesquite Deli Chicken | 2513552 | 11/27/01 |
| Savory Herb Deli Chicken | 2513553 | 11/27/01 |

PENDING FEDERAL TRADEMARK APPLICATIONS

| TRADEMARK APPLICATIONS | SERIAL NUMBER | SERIAL DATE |
|------------------------|---------------|-------------|
| Bite O'Honey | 76226143 | 3/19/01 |
| Mountain Free | 76412094 | 5/24/02 |
| Green Meadows | 76412096 | 5/24/02 |

RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated January 30, 2004 by Harris Trust and Savings Bank, as Agent as hereinafter described;

WITNESSETH:

WHEREAS, Harris Trust and Savings Bank an Illinois banking corporation, as Agent with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (the "*Secured Party*") and Cagle's, Inc., a Georgia corporation with its mailing address at 2000 Hills Avenue, N.W., Atlanta, Georgia 30318 (the "*Debtor*") are parties to a certain Trademark Collateral Agreement dated March 24, 2003 which was recorded in the United States Patent and Trademark Office on April 1, 2003 at Reel 002702, Frame 0597 (the "*Assignment*"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations, trademark applications, and trademark licenses listed on Schedule A-1 and Schedule A-2 attached hereto and certain other property (collectively, the "*Trademarks*"); and

WHEREAS, the Debtor has requested that the Secured Party release its security interests in the Trademarks and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Secured Party hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Secured Party, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Secured Party has caused this Release and Reassignment to executed by its duly authorized officer as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By 
Name: JAMES JERZ
Title: VICE PRESIDENT

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

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AND TRADEMARK APPLICATIONS**

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**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None