

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pilgrim's Pride Corporation of Delaware, Inc.	ConAgra Poultry Company	10/01/2004	CORPORATION:
RECEIVING PARTY DATA			
Name:	PPC Marketing, Ltd.		
Composed Of:	COMPOSED OF its general partner, Pilgrim's Pride Corporation, a Delaware corporation		
Street Address:	110 South Texas Street, P.O. Box 93		
City:	Pittsburg		
State/Country:	TEXAS		
Postal Code:	75686		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76508703	THE NEXT BIG THING IN WINGS	
CORRESPONDENCE DATA			
Fax Number:	(214)978-3099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214.978.3064		
Email:	roxanne.edwards@bakernet.com		
Correspondent Name:	S. Roxanne Edwards c/o Baker & McKenzie		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	2300 Trammell Crow Center		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	S. Roxanne Edwards		
Signature:	/S. Roxanne Edwards/		

OP \$40.00 76508703

Date:

01/11/2005

Total Attachments: 6

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Trademark Assignment

This Trademark Assignment (this "Assignment") is made as of October 6, 2004 (the "Effective Date"), by and between Pilgrim's Pride Corporation of Delaware, Inc., a Delaware corporation ("Assignor") and PPC Marketing, Ltd., a Texas Limited Partnership ("Assignee"), whose general partner is Pilgrim's Pride Corporation, a Delaware corporation (each a "Party," collectively the "Parties").

PRELIMINARY STATEMENTS

A. The Assignor owns any and all rights in and to certain trademarks and/or service marks identified in Schedule A and Schedule B attached hereto and the applications and registrations therefor shown in the said Schedule A and Schedule B (the "Trademarks"); and

B. The Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign to the Assignee, all of the Assignor's rights, title, and interest in and to the Trademarks, and the good will associated therewith.

C. The Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Assignment of the Trademarks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees to assign, transfer and convey, and hereby assigns, transfers and conveys, to the Assignee all rights, title and interest in and to the Trademarks, any other registration and application for the Trademarks, and any common law rights in and to the Trademarks, existing anywhere in the world and under any law, together with all of the good will of the business symbolized by the Trademarks, and together with all rights to recover for damages and profits and all other rights and remedies for infringement of the Trademarks, whether past, present or future infringement. As of the Effective Date, the Assignee shall own, and be the sole owner of, all of the rights, title and interest in and to the Trademarks.

2. **Further Assurance.** The Assignor from time to time hereafter and without further consideration, upon reasonable request of the Assignee, covenants and agrees to execute and deliver all such other and additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more effectively grant, convey, and assign all of the Assignor's rights, title and interest in and to the Trademarks to the Assignee and facilitate the recognition of the transferred ownership of such rights, title and interest in the Assignee by all third parties and applicable governmental agencies and authorities.

3. **Entire Agreement; Modification; Waiver.** This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the Parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the Parties. A waiver of any term, condition or provision in this Assignment by either Party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed

as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

4. **Severability.** If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles that would require the application of the law of any other jurisdiction.

The Parties have executed this Agreement as of the date indicated in the first sentence.

**PILGRIM'S PRIDE CORPORATION OF
DELAWARE, INC.,**
A Delaware corporation

By: Robert A. Wright
Name: ROBERT WRIGHT
Title: VP

PPC MARKETING, LTD.,
A Texas limited partnership

By its General Partner, Pilgrim's Pride
Corporation, a Delaware corporation

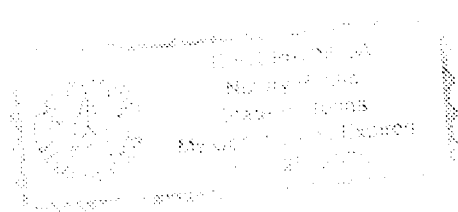
By: Dennis Emery
Name: Dennis Emery
Title: VP MARKETING

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF Dallas)

On this 1 day of October, 2004, before me personally appeared Robin A. Murray, on behalf of Pilgrim's Pride Corporation of Delaware, Inc., known to me, or proved to me, to be the person whose name is subscribed to the foregoing instrument Trademark Assignment and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of October, 2004.



Terri Pruneda
Notary Public's Signature
Printed name: Terri Pruneda

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF Dallas)

On this 1 day of October, 2004, before me personally appeared David E. Murray, on behalf of Pilgrim's Pride Corporation, the General Partner of PPC Marketing, Ltd., known to me, or proved to me, to be the person whose name is subscribed to the foregoing instrument Trademark Assignment and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1 day of October, 2004.



Terri Pruneda
Notary Public's Signature
Printed name: Terri Pruneda

Trademark	Country	App. No.	Reg. No.	Reg. Date
COUNTRY PRIDE & Design	Argentina	1823743	1602105	30-May-1996
COUNTRY PRIDE & Design	Argentina	1823744	1599223	7-May-1996
COUNTRY PRIDE & Design	Argentina	1823745	1599224	7-May-1996
TO-RICOS	Dominican Republic	Unknown	43315	15-Sep-1987
COUNTRY PRIDE	Hong Kong	147812002		
COUNTRY PRIDE	Mexico	566713	779214	20-Feb-2003
TO-RICOS & Design	Puerto Rico		30433	16-Oct-1991
COUNTRY PRIDE FRESH CHICKEN & Design	Singapore	B10828/91	T91/108281	6-Nov-1997
COUNTRY PRIDE FROZ'N FRESH FROZEN FRESH CHICKEN & Design	Singapore	B10829/91	T91/10829G	24-Jan-1998
CHICKEN STOP	United States of America	76508704		
CHICKEN ZONE	United States of America	76509179		
COUNTRY PRIDE	United States of America	73042957	1026306	2-Dec-1975
COUNTRY PRIDE & Design	United States of America	73746500	1537514	2-May-1989
DIP'N CHIKN (Stylized)	United States of America	78/430415		
FLAMIN' WINGS	United States of America	74265230	1747271	19-Jan-1993
FOOD SERVICE TO AMERICA	United States of America	73063004	1079088	6-Dec-1977
INDEPENDENCE COUNTY	United States of America	78430370		
LARKWOOD FARMS	United States of America	74031672	1627399	11-Dec-1990
M & Design	United States of America	73663779	1501488	23-Aug-1988
Miscellaneous Design - Popcorn Chicken	United States of America	76374884	2718825	27-May-2003
MONSTER BREAST FILLETS	United States of America	76470090		
MONSTER LEGS	United States of America	76470219		
MONSTER TENDERLOINS	United States of America	76470215		
MONSTER THIGHS	United States of America	76470221		
MONSTER WINGS	United States of America	76443835		
MONSTER WINGS & Design	United States of America	76446837		
OZARK VALLEY	United States of America	76521929		
SNOW HILLS & Design	United States of America	73652840	1463776	3-Nov-1987
SWEET GEORGIA	United States of America	72182580	785692	23-Feb-1965
THE NEXT BIG THING IN WINGS	United States of America	76508703		

TRADEMARK

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TO-RICOS	United States of America	73160944	1148295	10-Mar-1981
WATER VALLEY	United States of America	73665095	1474347	25-Jan-1988
WATER VALLEY FOODS	United States of America	73676217	1483702	5-Apr-1988
WE MAKE CHICKEN EASY	United States of America	76397672	2798785	23-Dec-2003
COUNTRY PRIDE	Uruguay	250567	250567	1-Jul-1992

SCHEDULE B	Country	App. No.	Reg. No.	Reg. Date
Trademark				
AMERICA'S NATURAL CHICKEN	United States of America	74152486	1754674	23-Feb-1993
BEST OF FRESH CHICKEN GRILL OFF	United States of America	74721226	2054891	22-Apr-1997
CHICKEN ANSWERS FOR TOMORROW. TODAY.	United States of America	76392224		
CHICKEN PEARLS	United States of America	76509180		
CHICKEN. THE CENTER OF ATTENTION	United States of America	76392231		
CHICKEN...THE CENTER OF ATTENTION.	United States of America	76392483		
CHICKEN...WE MAKE IT EASY	United States of America	76392480		
EASY ROAST	United States of America	76094069	2216820	5-Jan-1999
FRESH & READY (Stylized)	United States of America	73466177	1350135	16-Jul-1985
GOLD-N-FRESH	United States of America	73401393	1280306	29-May-1984
PARADISE VALLEY	United States of America	72187395	779139	27-Oct-1984