

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------|----------------------------|
| 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 West Virginia, Inc. | FORMERLY Hester Industries, Inc. | 10/01/2004 | CORPORATION: WEST VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | PPC Marketing, Ltd. | | |
| Composed Of: | COMPOSED OF its General Partner, Pilgrim's Pride Corporation, a Delaware corporation | | |
| Street Address: | 4845 US Highway 271 North | | |
| City: | Pittsburg | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75686 | | |
| Entity Type: | LIMITED PARTNERSHIP: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1394219 | SMACKERS | |
| Registration Number: | 1395048 | COUNTRY-BREST | |
| 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 | | |
| ATTORNEY DOCKET NUMBER: | 24167786.71 | | |

OP \$65.00 1394219

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|---|----------------------|
| NAME OF SUBMITTER: | S. Roxanne Edwards |
| Signature: | /S. Roxanne Edwards/ |
| Date: | 10/31/2005 |
| Total Attachments: 6 source=Assignment- PPC Delaware to PPC Marketing#page1.tif source=Assignment- PPC Delaware to PPC Marketing#page2.tif source=Assignment- PPC Delaware to PPC Marketing#page3.tif source=Assignment- PPC Delaware to PPC Marketing#page4.tif source=Assignment- PPC Delaware to PPC Marketing#page5.tif source=Assignment- PPC Delaware to PPC Marketing#page6.tif | |

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 Assignor 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.



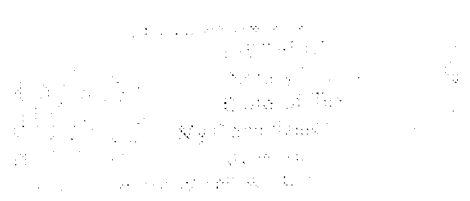
Tere Pruneda
Notary Public's Signature
Printed name: Tere Pruneda

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.



Tere Pruneda
Notary Public's Signature
Printed name: Tere 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

REEL: 003184 FRAME: 0501

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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 |