

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																								
NATURE OF CONVEYANCE:	Security Agreement																																								
CONVEYING PARTY DATA																																									
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TRADEMARK
REEL: 003252 FRAME: 0748

Registration Number:	3000406	CHRIS P. CHICKEN
Registration Number:	2795289	DISH IN A DASH
Registration Number:	771567	EARLY BIRD
Registration Number:	1329885	ELEGANT ENTREES
Registration Number:	1642937	FRYERKIST
Registration Number:	1295307	GK
Registration Number:	2319451	GK
Registration Number:	1009993	GK GOLD KIST
Registration Number:	1214516	GOLD KIST
Registration Number:	2072535	GOLD KIST FARMS
Registration Number:	914175	GOLD KISTGK
Registration Number:	2036847	HONEYKIST
Registration Number:	1045520	MCEVER'S
Registration Number:	1042423	MCEVER'S
Registration Number:	1664228	MEDALLION
Registration Number:	968737	MEDALLION
Registration Number:	1655659	MEDALLION
Registration Number:	3000404	
Registration Number:	1641404	OVENKIST
Registration Number:	1405153	Q QUICKEN EASY
Registration Number:	2093138	TASTES FRESH FROM THE FARM
Registration Number:	1685639	WINNING TASTE RECIPE CONTEST
Registration Number:	2980662	WINNING TASTE RECIPE CONTEST
Registration Number:	1615887	YOUNG 'N TENDER
Registration Number:	1333432	"YOUNG 'N TENDER"
Serial Number:	76548339	EARLY BIRD
Serial Number:	78674286	THE GO-TO CHICKEN COMPANY
Registration Number:	1044321	

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2137
 Email: lashana.jimmar@paulhastings.com
 Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
 Address Line 1: 600 Peachtree Street, NE

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
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Signature:	/LaShana C. Jimmar/
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Date:	02/23/2006
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of February, 2006, among the Debtors listed on the signature pages hereof (the "Grantors"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND," NEW YORK BRANCH, as the Collateral Agent (as defined in the hereinafter defined Credit Agreement).

WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of December 16, 2005 (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement") by and among Gold Kist Inc. (formerly known as Gold Kist Holdings Inc.) (the "Borrower"), the various banks and other lending institutions and institutional investors party thereto from time to time and their assignees and successors (collectively, the "Lenders"), Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as the Agent, and the other agents party thereto; and

WHEREAS, the Agent and the Lenders are willing to make the Revolving Loans and other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Fourth Amended and Restated Security Agreement dated as of December 16, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor's against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

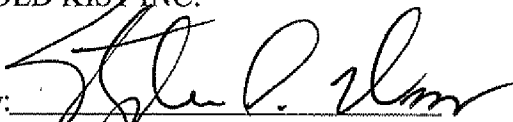
4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 4, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

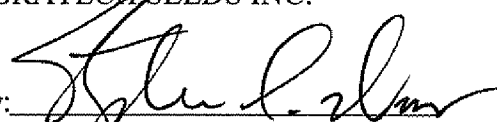
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

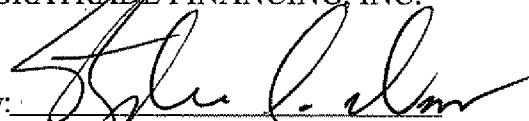
GOLD KIST INC.

By: 
Name: Stephen O. West
Title: CFO and Vice President

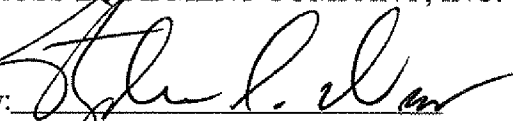
AGRATECH SEEDS INC.

By: 
Name: Stephen O. West
Title: Treasurer

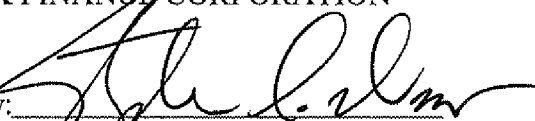
AGRATRADE FINANCING, INC.

By: 
Name: Stephen O. West
Title: Treasurer

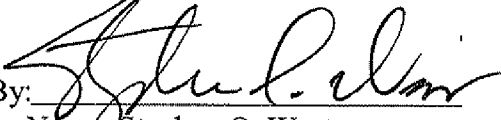
CROSS EQUIPMENT COMPANY, INC.

By: 
Name: Stephen O. West
Title: Treasurer

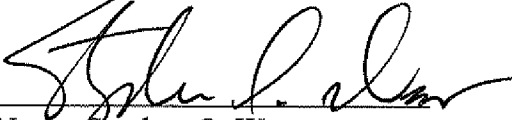
GK FINANCE CORPORATION

By: 
Name: Stephen O. West
Title: Vice President

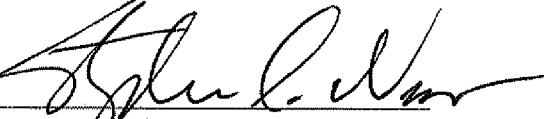
GK PEANUTS, INC.

By: 
Name: Stephen O. West
Title: Treasurer


GK PECANS, INC.

By: 
Name: Stephen O. West
Title: Treasurer

LUKER INC.

By: 
Name: Stephen O. West
Title: Treasurer

AGVESTMENTS, INC.

By: 
Name: Stephen O. West
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND," NEW YORK BRANCH, as the
Collateral Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

GK PEANUTS, INC.

By: _____
Name: _____
Title: _____

GK PECANS, INC.

By: _____
Name: _____
Title: _____

LUKER INC.

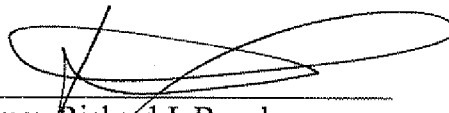
By: _____
Name: _____
Title: _____


AGVESTMENTS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND," NEW YORK BRANCH, as the
Collateral Agent

By: 
Name: Richard J. Beard
Title: Executive Director

By: 
Name: Rebecca Morrow
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registered Trademarks and Service Marks (U.S.):

Grantor	Trademark / Service Mark	Registration No.	Registration Date
AgraTech Seeds, Inc.	AGRATECH	1,285,475	July 10, 1984
AgraTech Seeds Inc.	AGRATECH & Design	1,536,466	April 25, 1989
Gold Kist Inc.	BIG VALUE	1,944,178	December 26, 1995
Gold Kist Inc.	BIG VALUE (Stylized) & Design	1,584,906	February 27, 1990
Gold Kist Inc.	CHICKEN INTERNATIONAL	1,149,074	March 24, 1981
Gold Kist Inc.	CHRIS P. CHICKEN	3,000,405	September 27, 2005
Gold Kist Inc.	CHRIS P. CHICKEN & Design	3,000,406	September 27, 2005
Gold Kist Inc.	DISH IN A DASH	2,795,289	December 16, 2003
Gold Kist Inc.	EARLY BIRD (Stylized) & Design	771,567	June 16, 1964
Gold Kist Inc.	ELEGANT ENTREES	1,329,885	April 9, 1985
Gold Kist Inc.	FRYERKIST	1,642,937	April 30, 1991
Gold Kist Inc.	GK & Design	1,295,307	September 18, 1984
Gold Kist Inc.	GK	2,319,451	February 15, 2000
Gold Kist Inc.	GK GOLD KIST & Design	1,009,993	May 6, 1975
Gold Kist Inc.	GOLD KIST	1,214,516	November 2, 1982
Gold Kist Inc.	GOLD KIST FARMS	2,072,535	June 17, 1997
Gold Kist Inc.	GOLD KIST GK & Design	914,175	June 8, 1971
Gold Kist Inc.	HONEYKIST	2,036,847	February 11, 1997
Gold Kist Inc. (Golden Poultry Company, Inc.)	MCEVER'S	1,045,520	August 3, 1976
Gold Kist Inc. (Golden Poultry Company, Inc.)	MCEVER'S & Design	1,042,423	June 29, 1976
Gold Kist Inc.	MEDALLION	1,664,228	November 12, 1991
Gold Kist Inc.	MEDALLION	968,737	September 18, 1973
Gold Kist Inc.	MEDALLION & Design	1,655,659	September 3, 1991
Gold Kist Inc.	Miscellaneous Chicken Design	3,000,404	September 27, 2005
Gold Kist Inc.	OVENKIST	1,641,404	April 16, 1991
Gold Kist Inc. (Golden Poultry Company, Inc.)	Pig Design	1,044,321	July 20, 1976
Gold Kist Inc.	Q QUICKEN EASY & Design	1,405,153	August 12, 1986
Gold Kist Inc.	TASTES FRESH FROM THE FARM	2,093,138	September 2, 1997
Gold Kist Inc.	WINNING TASTE RECIPE CONTEST	1,685,639	May 5, 1992

Grantor	Trademark / Service Mark	Registration No.	Registration Date
Gold Kist Inc.	WINNING TASTE RECIPE CONTEST & Design	2,980,662	August 2, 2005
Gold Kist Inc.	YOUNG 'N TENDER	1,615,887	October 2, 1990
Gold Kist Inc.	YOUNG 'N TENDER	1,333,432	April 30, 1985

Trademark and Service Mark Applications (U.S.):

Debtor	Trademark / Service Mark	Application No.	Application Date
Gold Kist Inc.	EARLY BIRD & Design	76/548,339	October 1, 2003
Gold Kist Inc.	THE GO-TO CHICKEN COMPANY	78/674,286	July 20, 2005