

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Butterball, LLC		10/02/2006	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal (Chicago Branch)
<b>Street Address:</b>	115 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Bank: CANADA

**PROPERTY NUMBERS Total: 54**

Property Type	Number	Word Mark
Serial Number:	78875606	BUTTERBALL
Serial Number:	78843419	BUTTERBALL
Serial Number:	78879839	DELI CARVED
Serial Number:	78825485	FRESH TRACE
Serial Number:	78755768	APPALACHIAN APPLEWOOD SMOKED HAM
Serial Number:	78755757	BAKED ORANGE BLOSSOM HONEY HAM
Serial Number:	78717373	SUN-DRIED TOMATO & SWEET BASIL TURKEY BREAST
Serial Number:	78869871	
Serial Number:	76047288	TURKEY TERRIFIC
Serial Number:	76629452	CAREFULLY GROWN & PREPARED
Registration Number:	1400556	BUTTERBALL
Registration Number:	2388021	BUTTERBALL
Registration Number:	2687114	BUTTERBALL

OP \$1365.00 78875606

Registration Number:	1151836	BUTTERBALL
Registration Number:	1172448	GOLD CREST
Registration Number:	2684680	HAPPY THANKSGRILLING
Registration Number:	1514743	L LONGMONT
Registration Number:	1194059	LI'L BUTTERBALL
Registration Number:	1514742	LONGMONT
Registration Number:	2935601	PREMIUM CARVED
Registration Number:	2605443	RECIPE CUTS
Registration Number:	2427463	ROASTER CLASSICS
Registration Number:	2825927	SANDWICH STARTERS
Registration Number:	2640812	SIMPLE TRADITIONS
Registration Number:	2670148	T-RIBS
Registration Number:	2702313	THE BEST OF ALL IS BUTTERBALL
Registration Number:	1593213	TURKEY SELECTS
Registration Number:	1268796	TURKEY TALK-LINE
Registration Number:	3132931	BRAISED AUTUMN GOLD TURKEY BREAST
Registration Number:	3132930	SAVORY BEECHWOOD SMOKED TURKEY BREAST
Registration Number:	3132653	HARVEST MOON SLOW ROASTED TURKEY BREAST
Registration Number:	3126765	SECRET INGREDIENT: NATURE
Registration Number:	3128266	SUMMER HERB AND GARLIC TURKEY BREAST
Registration Number:	3128265	ORANGE BLOSSOM HONEY TURKEY BREAST
Registration Number:	3125206	STONE GROUND PEPPERCORN TURKEY BREAST
Registration Number:	2861112	IT'S HOW WE DO IT THAT DOES IT
Registration Number:	2861103	FRESH TASTE IS OUR PROMISE
Registration Number:	2686487	HOLIDAY TASTE ANYTIME
Registration Number:	2784879	JUST PERFECT TONIGHT
Registration Number:	2744073	NOTHING COULD BE FINER
Registration Number:	2738359	CAROLINA TURKEY GRAND TRADITIONS
Registration Number:	2544787	E-Z MENU IDEA
Registration Number:	2590076	HOMESTYLE DELUXE
Registration Number:	2661930	CAROLINA TURKEY BROADWAY FAMOUS
Registration Number:	2610640	CAROLINA FRESH
Registration Number:	2069215	FREE ACCESS TO WHOLESOME FEED FREE RANGE TURKEY FREE RANGE FARM RAISED NO ADDITIVES
Registration Number:	1943224	CARROLL'S FARM

Registration Number:	2011792	JUST PERFECT
Registration Number:	1879944	CARROLL'S FARM
Registration Number:	1883723	CAROLINA TURKEY NATURALLY BETTER VALUE
Registration Number:	1706993	CAROLINA TURKEY
Registration Number:	1474349	GOLDEN DELIGHT
Registration Number:	1501484	CAROLINA TURKEY
Registration Number:	3146068	THE BEST TURKEY MAKES THE BEST TURKEY SANDWICH

**CORRESPONDENCE DATA**

Fax Number: (336)607-7500  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 336-607-7300  
Email: wstrademarks@kilpatrickstockton.com  
Correspondent Name: William M. Bryner, Esq.  
Address Line 1: 1001 West Fourth Street  
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	56992-333472
NAME OF SUBMITTER:	William M. Bryner
Signature:	/William M. Bryner/
Date:	10/24/2006

**Total Attachments: 14**

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## TRADEMARK COLLATERAL AGREEMENT

This 2<sup>nd</sup> day of October, 2006, BUTTERBALL, LLC, a North Carolina limited liability company ("*Debtor*") with its principal place of business and mailing address at 1628 Garners Chapel Road, Mt. Olive, North Carolina 28365, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal (Chicago Branch), a bank chartered under the laws of Canada ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A 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, except to the extent that the granting of the security interest contemplated herein would result in the invalidation of any trademark, trademark registration or trademark application created under the laws of any jurisdiction other than the United States of America, any of its territories and possessions, the district of Columbia and any State of the United States of America; and

(ii) 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, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

The Agent hereby agrees that in the absence of an Event of Default (as defined in the Security Agreement) the Agent will not record this Trademark Collateral Agreement with any trademark office other than the United States Patent and Trademark Office and any corresponding office of any territory or possession of the United States of America, the District of Columbia and any State of the United States of America.

[Signature page to follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BUTTERBALL, LLC

By Edward Kasuta  
Name EDWARD KASUTA  
Title CEO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL (CHICAGO BRANCH)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BUTTERBALL, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL (CHICAGO BRANCH)

By   
Eric A. Schubert  
Managing Director

Butterball, LLC

Signature page to Trademark Collateral Agreement

TRADEMARK  
REEL: 003414 FRAME: 0483

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
BUTTERBALL	1,400,556	07/08/1986
BUTTERBALL	2,388,021	09/19/2000
BUTTERBALL	2,687,114	02/11/2003
BUTTERBALL & DESIGN	1,151,836	04/21/1981
GOLD CREST	1,172,448	10/06/1981
HAPPY THANKSGRILLING	2,684,680	02/04/2003
L LONGMONT & Design	1,514,743	11/29/1988
LI'L BUTTERBALL	1,194,059	04/20/1982
LONGMONT	1,514,742	11/29/1988
PREMIUM CARVED	2,935,601	03/22/2005
RECIPE CUTS	2,605,443	08/06/2002
ROASTER CLASSICS	2,427,463	02/06/2001
SANDWICH STARTERS	2,825,927	03/23/2004
SIMPLE TRADITIONS	2,640,812	10/22/2002
T-RIBS	2,670,148	12/31/2002
THE BEST OF ALL IS BUTTERBALL	2,702,313	04/01/2003
TURKEY SELECTS	1,593,213	04/24/1990
TURKEY TALK-LINE	1,268,796	02/28/1984



MARKS	REG. NO.	GRANTED
BRAISED AUTUMN GOLD TURKEY BREAST	3,132,931	08/22/2006
SAVORY BEECHWOOD SMOKED TURKEY BREAST	3,132,930	08/22/2006
HARVEST MOON SLOW ROASTED TURKEY BREAST	3,132,653	08/22/2006
SECRET INGREDIENT: NATURE	3,126,765	08/08/2006
SUMMER HERB AND GARLIC TURKEY BREAST	3,128,266	08/08/2006
ORANGE BLOSSOM HONEY TURKEY BREAST	3,128,265	08/08/2006
STONE GROUND PEPPERCORN TURKEY BREAST	3,125,206	08/01/2006
IT'S HOW WE DO IT THAT DOES IT	2,861,112	07/06/2004
FRESH TASTE IS OUR PROMISE	2,861,103	07/06/2004
HOLIDAY TASTE ANYTIME	2,686,487	02/11/2003
JUST PERFECT TONIGHT	2,784,879	11/18/2003
NOTHING COULD BE FINER	2,744,073	07/29/2003
CAROLINA TURKEY GRAND TRADITIONS	2,738,359	07/15/2003
E-Z MENU IDEA	2,544,787	03/05/2002
HOMESTYLE DELUXE	2,590,076	07/02/2002
CAROLINA TURKEY BROADWAY FAMOUS	2,661,930	12/17/2002
CAROLINA FRESH	2,610,640	08/20/2002

<b>MARKS</b>	<b>REG. NO.</b>	<b>GRANTED</b>
FREE ACCESS TO WHOLESOME FEED FREE RANGE TURKEY FREE RANGE FARM RAISED NO ADDITIVES	2,069,215	06/10/1997
CARROLL'S FARM	1,943,224	12/19/1995
JUST PERFECT	2,011,792	10/29/1996
CARROLL'S FARM	1,879,944	02/21/1995
CAROLINA TURKEY NATURALLY BETTER VALUE	1,883,723	03/14/1995
CAROLINA TURKEY	1,706,993	08/11/1992
GOLDEN DELIGHT	1,474,349	01/26/1988
CAROLINA TURKEY	1,501,484	08/23/1988
THE BEST TURKEY MAKES THE BEST TURKEY SANDWICH	3,146,068	09/19/2006

**NORTH CAROLINA TRADEMARK REGISTRATION**

<b>MARK</b>	<b>REG. NO.</b>	<b>GRANTED</b>
CARROLL'S FARM	11182	08/30/1994

PENDING FEDERAL TRADEMARK APPLICATIONS

MARKS	SERIAL NO.	FILED
BUTTERBALL	78/875,606	05/03/2006
BUTTERBALL	78/843,419	03/22/2006
DELI CARVED	78/879,839	05/09/2006
FRESH TRACE	78/825,485	02/28/2006
APPALACHIAN APPLEWOOD SMOKED HAM	78/755,768	11/17/2005
BAKED ORANGE BLOSSOM HONEY HAM	78/755,757	11/17/2005
SUN-DRIED TOMATO & SWEET BASIL TURKEY BREAST	78/717,373	09/21/2005
MISCELLANEOUS DESIGN (JUST PERFECT Logo)	78/869,871	04/26/2006
TURKEY TERRIFIC	76/047,288	05/12/2000
CAREFULLY GROWN & PREPARED	76/629,452	01/27/2005

**FOREIGN TRADEMARK REGISTRATIONS**

<b>MARKS</b>	<b>COUNTRY</b>	<b>REGISTRATION NUMBER</b>
BUTTERBALL	Andorra	2366
BUTTERBALL	Argentina	1935634
BUTTERBALL	Aruba	14276
JEWEL	Aruba	14202
BUTTERBALL	Bahamas	7784
GOLD CREST	Bahamas	17278
JEWEL	Bahamas	17279
BUTTERBALL	Bahrain	12980
BUTTERBALL	Barbados	5601
BUTTERBALL	Belize	6124
BUTTERBALL	Benelux	0106867
BUTTERBALL	Bermuda	7498
GOLD CREST	Bermuda	26809
GOLD CREST	Brazil	819134015
BUTTERBALL	British Virgin Islands	1072
BUTTERBALL	Canada	TMA105,133
BUTTERBALL & Design	Canada	TMA230,633
BUTTERBIRD	Canada	TMA180,299
LI'L BUTTERBALL	Canada	TMA342,731
TENDER-GROWN	Canada	TMA481,341
TENDER-GROWN & Design	Canada	TMA481,314

MARKS	COUNTRY	REGISTRATION NUMBER
BUTTERBALL	Cayman Islands	817021
BUTTERBALL	Chile	317079
BUTTERBALL	Colombia	208086
BUTTERBALL	Costa Rica	48742
LONGMONT	Costa Rica	123251
BUTTERBALL	Cuba	111871
BUTTERBALL	Cuba	112615
BUTTERBALL	Cyprus	29300
BUTTERBALL	Dominican Republic	22725
BUTTERBALL	Dominican Republic	22942
LONGMONT	Dominican Republic	113814
JEWEL	Dominican Republic	78450
BUTTERBALL	Ecuador	2483-IEPI
GOLD CREST	Ecuador	2028/96
BUTTERBALL	Egypt	72197
BUTTERBALL	Egypt	62652
BUTTERBALL	El Salvador	71/129
GOLD CREST	El Salvador	206/44
LONGMONT	El Salvador	54/148/0109-0110
BUTTERBALL	European Union	000185058
BUTTERBALL	France	1701162
BUTTERBALL	Germany	1149021

MARKS	COUNTRY	REGISTRATION NUMBER
BUTTERBALL	Greece	52817
BUTTERBALL	Grenada	112/1974
BUTTERBALL	Guatemala	108296
BUTTERBALL in Block Letters	Guatemala	29056/257/73
GOLD CREST	Guatemala	81540/368/174
LONGMONT	Guatemala	108291
BUTTERBALL	Guernsey	817021
BUTTERBALL	Guyana	9415A
BUTTERBALL	Haiti	333/117
BUTTERBALL	Honduras	50988
LONGMONT	Honduras	80719
BUTTERBALL	Hong Kong	1191/1975
BUTTERBALL	Iran	40565
BUTTERBALL	Ireland	86804
BUTTERBALL	Israel	38909
BUTTERBALL	Jamaica	16220
BUTTERBALL by Eckrich	Japan	2714800
BUTTERBALL in Katakana	Japan	2054496
BUTTERBALL	Jordan	25785
BUTTERBALL	Kazakhstan	5750
BUTTERBALL	Kenya	B20981
BUTTERBALL	Kuwait	24564

MARKS	COUNTRY	REGISTRATION NUMBER
BUTTERBALL	Kuwait	6482
BUTTERBALL	Lebanon	97311
BUTTERBALL	Lebanon	94098
BUTTERBALL	Malaysia	87/05716
LONGMONT	Mexico	353553
BUTTERBALL	Mexico	392030
GOLD CREST	Mexico	406606
BUTTERBALL	Netherland Antilles	08458
BUTTERBALL	Nicaragua	R21746 C.C.
BUTTERBALL	Oman	17481
BUTTERBALL	Pakistan	60473
BUTTERBALL	Panama	19139
LONGMONT	Panama	107515/01
JEWEL	Panama	120893
BUTTERBALL	Paraguay	214996
BUTTERBALL	Peru	27189
BUTTERBALL	Puerto Rico	13341
BUTTERBALL	Qatar	6631
BUTTERBALL	Republic of Yemen	4032
BUTTERBALL	Russian Federation	144301
BUTTERBALL	Saint Vincent and the Grenadines	23/1988
BUTTERBALL	Saudi Arabia	225/43

MARKS	COUNTRY	REGISTRATION NUMBER
BUTTERBALL	Singapore	60533
BUTTERBALL	South Africa	B4817/71
BUTTERBALL	South Korea	4004824460000
BUTTERBALL	Spain	625016
BUTTERBALL	Suriname	8378
BUTTERBALL	Switzerland	2P-270011
JEWEL	Switzerland	247294
LONGMONT	Taiwan	558297
BUTTERBALL	Thailand	Kor64429
BUTTERBALL	Trinidad and Tobago	8400
LONGMONT	Trinidad and Tobago	30599
JEWEL	Trinidad and Tobago	24207
BUTTERBALL	Turkey	81412
BUTTERBALL	United Arab Emirates	7860
BUTTERBALL	United Kingdom	817021
BUTTERBALL	United Kingdom	1194405
BUTTERBALL	Uruguay	286182
BUTTERBALL	Venezuela	80479-F



**FOREIGN TRADEMARK APPLICATIONS**

<b>MARKS</b>	<b>COUNTRY</b>	<b>APPLICATION NUMBER</b>
BUTTERBALL	India	1258961
BUTTERBALL in Arch	Macao	3220-M
BUTTERBALL	Philippines	4-1999-03997