

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	FORMERLY GOLD KIST INC.	10/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MCEVER MEAT, INC.		
Street Address:	P.O. BOX 936		
City:	LILBURN		
State/Country:	GEORGIA		
Postal Code:	30048		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1042423	MCEVER'S	
Registration Number:	1044321		
Registration Number:	1045520	MCEVER'S	
CORRESPONDENCE DATA			
Fax Number:	(770)736-5183		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7707365182		
Email:	lisa@rglegal.com		
Correspondent Name:	Lisa M. Gable		
Address Line 1:	3075 Breckinridge Blvd		
Address Line 2:	Suite 450		
Address Line 4:	Duluth, GEORGIA 30096		
NAME OF SUBMITTER:	LISA M. GABLE		
Signature:	/LISA M. GABLE/		

OP \$90.00 1042423

Date:

10/11/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 1, 2007 (the "Effective Date"), Pilgrim's Pride Corporation, a Delaware corporation, with a place of business at 4845 U.S. Highway 271 North, Pittsburg, Texas 75686 ("Assignor"), and McEver Meat, Inc., a Georgia corporation, with a place of business at 496 Bruce Way SW, Lilburn, Georgia 30047-3060 ("Assignee") (each, a "Party," collectively, the "Parties"), and is being entered into pursuant to the Assignment and Assumption Agreement dated as of September 28, 2007 between Assignee and Assignor's affiliate PPC of Alabama, Inc. (the "Agreement"). Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

WHEREAS, in and pursuant to the Agreement, Assignor agrees to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to the trademarks and registrations set forth in *Schedule A* to this Assignment (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of the payment of ten U.S. Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and Assignee hereby purchases, acquires, and receives from Assignor, all rights, title and interest in and to the Trademarks and any goodwill therein, all of them to be held and enjoyed by Assignee, its successors, heirs and assigns on and as of the Effective Date as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor and Assignee agree that, as of the Effective Date, Assignee shall solely and exclusively own and hold all rights, title and interest in and to the Trademarks and any right therein and thereof, including, without limitation, the right to, directly or indirectly, exercise, exploit, license out, assign, transfer, convey, commercialize, or otherwise enjoy any and all rights and benefits encompassed by or resulting from any and all of the Trademarks. For the avoidance of doubt, Assignee shall solely and exclusively have the right and be entitled, in its sole discretion, in and/or under the laws of any country and jurisdiction, to (i) initiate any action, litigation, arbitration or other proceeding, and seek, enforce, and benefit from any right, remedy and/or award, in connection with any or all of the Trademarks, or any infringement thereof, and (ii) maintain, cancel, or let expire any registration of any of the Trademarks.

If and to the extent requested by Assignee, Assignor hereby authorizes the U.S. Patent and Trademark Office to record Assignee as the sole and exclusive owner of the registrations covering the Trademarks, and to issue process for any such registration in the name and for the benefit of Assignee.

Upon Assignee's request, Assignor shall provide, at Assignee's cost and expense, any assistance, including executing any documents, as is necessary for Assignee to secure and perfect sole and exclusive ownership of the Trademarks, and to otherwise fully effect and implement the provisions in this Assignment.

Should any section, or portion thereof, of this Assignment be held invalid by reason of any law existing now or in the future in any jurisdiction by any court of competent authority or by a legally enforceable directive of any governmental body, such section or portion thereof shall be validly reformed so as to approximate the intent of Assignor and Assignee as set forth herein as nearly as possible and, if unreformable, shall be deemed divisible and deleted with respect to such jurisdiction; this Assignment shall not otherwise be affected. This Assignment shall be binding upon each Assignor and all of each Assignor's successors, heirs and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors, heirs and assigns. Except to the extent that U.S. federal law (or outside the U.S., any foreign law) preempts state law with respect to the matters covered by this Assignment, this Assignment is governed by the laws of the State of Texas, without regard to any conflict of laws provisions that may require the application of any other law.

This Assignment shall not be deemed to alter, impair, defeat, enhance or enlarge any right, obligation, covenant, limitation or disclaimer under the Agreement, including any and all of its schedules and exhibits, and in the event of any conflict between the Agreement and this Assignment, the Agreement shall prevail.

The Parties have executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

Pilgrim's Pride Corporation

By: 

Name: Richard A. Cogdill

Title: Chief Financial Officer, Secretary & Treasurer

ASSIGNEE:

McEver Meat, Inc.

By: 

Name: Judson Williams

Title: President

SCHEDULE A

Trademarks

- (i) U.S. Trademark Reg. No. 1,042,423:



for meats, namely, pork, beef and prepared meat products;

- (ii) U.S. Trademark Reg. No. 1,044,321:



for pork, beef, processed pork products, and processed beef products; and

- (iii) U.S. Trademark Reg. No. 1,045,520:

MCEVER'S

for meats, namely, pork, beef and prepared meat products.