

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		03/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	New Oxford Foods, LLC		
Street Address:	304 South Water Street		
City:	New Oxford		
State/Country:	PENNSYLVANIA		
Postal Code:	17350		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1511929	WAMPLER LONGACRE	
Registration Number:	1487014	WAMPLER LONGACRE	
Registration Number:	2152852	WAMPLER FOODS	
CORRESPONDENCE DATA			
Fax Number:	(717)237-5300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	717-232-8000		
Email:	trademarks@mwn.com		
Correspondent Name:	Sue Heberlig		
Address Line 1:	100 Pine Street		
Address Line 4:	Harrisburg, PENNSYLVANIA 17108		
ATTORNEY DOCKET NUMBER:	356/23843-0012		
NAME OF SUBMITTER:	Sue Heberlig		
Signature:	/SueHeb/		

OP \$90.00 1511929

Date:

03/17/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of March __, 2008 (the "Effective Date"), between Pilgrim's Pride Corporation, a Delaware corporation, with a place of business at 4845 U.S. Highway 271 North, Pittsburg, Texas 75686 ("Assignor"), and New Oxford Foods, LLC, a Delaware corporation, with a place of business at 304 South Water Street, New Oxford, Pennsylvania 17350 ("Assignee") (each, a "Party," collectively, the "Parties"), and is being entered into pursuant to the Asset Purchase Agreement dated as of March __, 2008 between Assignee and Assignor (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 and all 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, the goodwill therein, 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:

New Oxford Foods, LLC

By: _____

Name: _____

Title: _____

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:

New Oxford Foods, LLC

By: David A. Higgins
Name: DAVID A HIGGINS
Title: Pres

SCHEDULE A

Trademarks

United States Federal Registrations			
Trademark	Registration No./ Date	Brief Goods/Services	Owner
WAMPLER FOODS and Design 	2,152,852 May 27, 2004	(Int'l Class: 29) Full line of fresh-dressed, frozen, and processed poultry products	Pilgrim's Pride Corporation P.O. Box 93 110 South Texas Street Pittsburg, TX 75686
WAMPLER LONGACRE	1,487,014 September 27, 2004	(Int'l Class: 29) Turkey, chicken franks, turkey franks, tuna salad and seafood salad	Pilgrim's Pride Corporation P.O. Box 93 110 South Texas Street Pittsburg, TX 75686
WAMPLER LONGACRE and Design 	1,511,929 May 26, 1995	(Int'l Class: 29) Turkey, chicken franks, turkey franks, tuna salad and seafood salad	Pilgrim's Pride Corporation P.O. Box 93 110 South Texas Street Pittsburg, TX 75686

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