

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pierre Newco I, LLC		12/11/2006	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	301 South College Street, NC0537
Internal Address:	Attn: Kathy Harkness, Managing Director
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association:

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2178629	BAR-Z-QUE
Registration Number:	2520479	CHEF ROYALE
Registration Number:	1545900	CHIC-N VITTLES
Registration Number:	2291869	CIRCLE Z
Registration Number:	2502481	CIRCLE Z-MAX
Registration Number:	1393615	CRISPY STEAK
Registration Number:	2812397	ENTREE LEGENDS
Registration Number:	2892829	ENTREE LEGENDS
Registration Number:	2173119	FRYZ
Registration Number:	1883072	FRYZ
Registration Number:	0767262	H HI-BRAND
Registration Number:	2371412	HEAVENLY WINGS
Registration Number:	0801032	HENDERSON'S PORTION PAK

CH \$965.00 2178629

Registration Number:	0805677	HI-BRAND
Registration Number:	2130582	HONEY HUGGED
Registration Number:	2180724	JIM'S COUNTRY MILL SAUSAGE
Registration Number:	2178628	MEATS THAT MAKE MENUS
Registration Number:	3034011	QUICKSTEAKZ
Registration Number:	1154986	RANCHMEN'S
Registration Number:	2171440	ROCKIN' ROASTED
Registration Number:	2996498	RUSSLER
Registration Number:	2359046	SAFE QUICK VERSATILE
Registration Number:	2938702	SCRAMBLEZ
Registration Number:	2944429	SHOOTERZ
Registration Number:	0847940	SHURTENDA
Registration Number:	2178646	SQV
Registration Number:	2130583	WING DEMONS
Registration Number:	2834190	WING DEMONS HOT 'N SPICY
Registration Number:	2834189	Z
Registration Number:	2819007	Z CARE
Registration Number:	2820805	Z CARE
Registration Number:	2779423	Z VITTLE BUNS
Registration Number:	2205437	ZARTRAN
Registration Number:	2125738	ZARTIC
Registration Number:	0875265	ZARTIC
Registration Number:	2178630	Z-BEST BIRD YOU CAN SERVE
Registration Number:	2132637	Z-BIRD
Registration Number:	2187937	Z BIRD

CORRESPONDENCE DATA

Fax Number: (213)629-5063
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (213) 892-4000
Email: cholm@milbank.com
Correspondent Name: Chris L. Holm
Address Line 1: 601 South Figueroa St.
Address Line 2: 30th Floor
Address Line 4: Los Angeles, CALIFORNIA 90017-5735

ATTORNEY DOCKET NUMBER: 36633-02500

NAME OF SUBMITTER:	Chris L. Holm
Signature:	/Chris L. Holm/
Date:	04/23/2008
Total Attachments: 6 source=IP Sec Agr Supp 12-11-06#page1.tif source=IP Sec Agr Supp 12-11-06#page2.tif source=IP Sec Agr Supp 12-11-06#page3.tif source=IP Sec Agr Supp 12-11-06#page4.tif source=IP Sec Agr Supp 12-11-06#page5.tif source=IP Sec Agr Supp 12-11-06#page6.tif	

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated December 11, 2006, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Wachovia Bank, National Association, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Pierre Foods, Inc. (as surviving entity of the Merger), a North Carolina corporation, has entered into a Credit Agreement dated as of June 30, 2004 (as amended by Amendment No. 1 dated as of April 3, 2006, Amendment No. 2 dated as of August 21, 2006, and Amendment No. 3 dated as of December 11, 2006, the "*Credit Agreement*"), with Wachovia Bank, National Association, as Administrative Agent and Collateral Agent, Banc of America Securities LLC as Syndication Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated June 30, 2004 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated June 30, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*"):

(i) the trademarks, service marks and patent registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks and Patents*");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral 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.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PIERRE NEWCO I, LLC

By Joseph W. Meyers
Joseph W. Meyers
Vice President, Finance

Address for Notices:
9990 Princeton Road
Cincinnati, Ohio 45246

SCHEDULE A

Patents, Trademarks and Domain Name

I. Patents

Patent Number	Amount	Description
Pierre Newco I, LLC	5,741,536	Method of pasteurizing meat products
Pierre Newco I, LLC	6,080,437	Method of pasteurizing meat products

*Currently registered in the name of James E. Mauer. Appropriate name change will be filed.

II. Trademarks

Trademark	Registration Number	Description
Pierre Newco I, LLC	2178629	BAR-Z-QUE
Pierre Newco I, LLC	2520479	CHEF ROYALE
Pierre Newco I, LLC	1545900	CHIC-N VITTLES
Pierre Newco I, LLC	2291869	CIRCLE Z
Pierre Newco I, LLC	2502481	CIRCLE Z-MAX
Pierre Newco I, LLC	1393615	CRISPY STEAK
Pierre Newco I, LLC	2812397	ENTREE LEGENDS
Pierre Newco I, LLC	2892829	ENTRÉE LEGENDS
Pierre Newco I, LLC	2173119	FRYZ
Pierre Newco I, LLC	412365	FRYZ (SOUTH KOREAN TM)
Pierre Newco I, LLC	1883072	FRYZ (LOGO)
Pierre Newco I, LLC	TMA510017	FRYZ (Stylized) (CANADIAN TM)
Pierre Newco I, LLC	767262	HI HI-BRAND (AND DESIGN)
Pierre Newco I, LLC	2371412	HEAVENLY WINGS
Pierre Newco I, LLC	412366	HEAVENLY WINGS (SOUTH KOREAN TM)
Pierre Newco I, LLC	801032	HENDERSON'S PORTION PAK
Pierre Newco I, LLC	805677	HI-BRAND & DESIGN
Pierre Newco I, LLC	2130582	HONEY HUGGED
Pierre Newco I, LLC	2180724	JIM'S COUNTRY MILL SAUSAGE
Pierre Newco I, LLC	2178628	MEATS THAT MAKE MENUS
Pierre Newco I, LLC	3034011	QUICKSTEAKZ

Pierre Newco I, LLC	1154986	RANCHMEN'S
Pierre Newco I, LLC	2171440	ROCKIN' ROASTED
Pierre Newco I, LLC	2996498	RUSSLER
Pierre Newco I, LLC	2359046	SAFE QUICK VERSATILE
Pierre Newco I, LLC	2938702	SCRAMBLEZ
Pierre Newco I, LLC	2944429	SHOOTERZ
Pierre Newco I, LLC	847940	SHURTENDA (stylized)
Pierre Newco I, LLC	2178646	SQV
Pierre Newco I, LLC	2130583	WING DEMONS
Pierre Newco I, LLC	2834190	WING DEMONS HOT 'N SPICY (and design)
Pierre Newco I, LLC	2834189	Z (and bear design)
Pierre Newco I, LLC	2819007	Z CARE
Pierre Newco I, LLC	2820805	Z CARE (and design)
Pierre Newco I, LLC	2779423	Z VITILE BUNS
Pierre Newco I, LLC	2205437	ZARTRAN
Pierre Newco I, LLC	412364	ZARTIC (SOUTH KOREAN TM)
Pierre Newco I, LLC	2125738	ZARTIC
Pierre Newco I, LLC	875265	ZARTIC (logo)
Pierre Newco I, LLC	2178630	Z-BEST BIRD YOU CAN SERVE
Pierre Newco I, LLC	2132637	Z-BIRD
Pierre Newco I, LLC	2187937	Z-BIRD (and logo design)

III. Domain Name

Pierre Newco I, LLC has the following registered domain name:

www.zartic.com

459400.2

SCHEDULE II

Pledged Interests and Pledged Debt

Grantor	Issuer	Class of Equity Interest	Par Value	Certificate No(s)	Number of Shares	Percentage of Outstanding Shares
Pierre Foods, Inc.	Pierre Real Property, L.L.C	N/A	N/A	Uncertificated	N/A	100%
Clovervale Farms, Inc.	Clovervale Transportation, Inc.	Common	N/A	2	100	100%
Clovervale Farms, Inc.	Chef's Pantry, Inc.	Common	N/A	2	10	100%
Pierre Foods, Inc.	Clovervale Farms Inc.	Common	N/A	15	125	100%