

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement Supplement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pierre Foods, Inc.		06/05/2008	CORPORATION: NORTH CAROLINA
Zartic, LLC		06/05/2008	LIMITED LIABILITY COMPANY: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, c/o Wachovia Capital Markets, LLC
<b>Street Address:</b>	301 South College Street, NC0537
<b>Internal Address:</b>	Attn: Kathy Harkness
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Serial Number:	78484125	ABSOLUTE ANGUS
Serial Number:	78484117	ABSOLUTE ANGUS
Serial Number:	77479104	BIG A
Serial Number:	77479079	BIG AZ
Serial Number:	78630895	BUFFALOADED
Serial Number:	78630890	BUFFALOADED
Serial Number:	78600213	
Serial Number:	78600229	
Serial Number:	77479116	EL PUESTO DE PEDRO
Serial Number:	77259901	DELI GRILLERS
Registration Number:	2261726	FASTBITES

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Registration Number:	1554935	FRENCH TOAST BOAT
Registration Number:	2345081	HAM N GO
Serial Number:	77479096	HOT DIGGITY SUBS
Registration Number:	3320050	MERCATO GRILLE
Registration Number:	3353485	MERCATO GRILLE
Registration Number:	1341236	MOM 'N' POP'S
Registration Number:	3160338	OUTRAGEOUS ANGUS
Serial Number:	77278963	PIERRE GRILLERS
Registration Number:	3363145	PIERRE SIGNATURES
Serial Number:	77125215	RESPONSE FOOD LABS
Registration Number:	3392829	YUKON GRILL
Registration Number:	1883072	FRYZ
Registration Number:	2918684	RANCHMEN'S
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:	2125738	ZARTIC
Registration Number:	0875265	ZARTIC
Registration Number:	2205437	ZARTRAN
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: 213-892-4653  
Email: bharris@milbank.com  
Correspondent Name: Benjamin D. Harris  
Address Line 1: 601 S. Figueroa St.  
Address Line 2: 31st Floor  
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	36633-02500
NAME OF SUBMITTER:	Benjamin D. Harris
Signature:	/Benjamin D. Harris/
Date:	06/06/2008

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "***IP Security Agreement Supplement***") dated June 5, 2008, is made by **Pierre Foods, Inc.** ("Pierre") and **Zartic, LLC** ("Zartic"; each of Pierre and Zartic, a "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, amended and restated, supplemented or otherwise modified from time to time, 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 Additional 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.** Each 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 "***Additional Collateral***"):

- (i) the trademark and service mark 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*”);

(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) all 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 Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional 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.

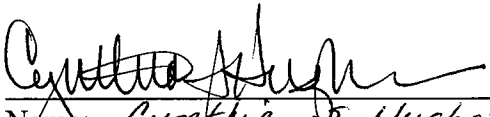
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral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

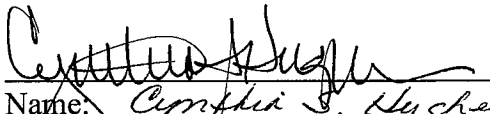
PIERRE FOODS, INC.

By   
Name: Cynthia S. Hughes  
Title: CFO

Address for Notices:

9990 Princeton Road  
Cincinnati, OH 45246  
Attn: Vice President, Finance  
Telecopy: (513) 682-1330

ZARTIC, LLC

By   
Name: Cynthia S. Hughes  
Title: Sr. V.P.

Address for Notices:

c/o Pierre Foods, Inc.  
9990 Princeton Road  
Cincinnati, OH 45246  
Attn: Vice President, Finance  
Telecopy: (513) 682-1330

**Schedule A****Trademark and Service Mark Registrations**

Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Reg. Date	Owner Name
ABSOLUTE ANGUS	026721-2061US66US	US	ALLOWED	78/484,125	9/15/2004			PIERRE FOODS, INC..
ABSOLUTE ANGUS	026721-2061US80	US	ALLOWED	78/484,117	9/15/2004			PIERRE FOODS, INC.
BIG A	026721-2061US128	US	PENDING	77/479,104	5/20/2008			PIERRE FOODS, INC.
BIG AZ	026721-2061US125	US	PENDING	77/479,079	5/20/2008			PIERRE FOODS, INC.
BUFFALOADED	026721-2061US68	US	ALLOWED	78/630,895	5/16/2005			PIERRE FOODS, INC.
BUFFALOADED	026721-2061US67	US	ALLOWED	78/630,890	5/16/2005			PIERRE FOODS, INC.
CHEF LOGO BLACK DESIGN	026721-2061US1	US	ALLOWED	78/600,213	4/1/2005			PIERRE FOODS, INC.
CHEF LOGO RED DESIGN	026721-2061US2US	US	PENDING	78/600,229	4/1/2005			PIERRE FOODS, INC.
EL PUESTO DE PEDRO	026721-2061US129	US	PENDING	77/479,116	5/20/2008			PIERRE FOODS, INC.
DELI GRILLERS	026721-2061US58US	US	PENDING	77/259,901	8/20/2007			PIERRE FOODS, INC.
FASTBITES	026721-2026US126US	US	REGISTERED	75/513,223	7/6/1998	2,261,726	7/13/1999	PIERRE FOODS, INC.
FRENCH TOAST BOAT	026721-2061US107US	US	REGISTERED	73/766,865	12/3/1988	1,554,935	9/5/1989	PIERRE FOODS, INC.
HAM N GO and Design	026721-2061US94US	US	REGISTERED	75/641,478	2/18/1999	2,345,081	4/25/2000	PIERRE FOODS, INC.
HOT DIGGITY SUBS	026721-2061US127	US	PENDING	77/479,096	5/20/2008			PIERRE FOODS, INC.
MERCATO GRILLE	026721-2061US3US	US	REGISTERED	78/634,277	5/20/2005	3,320,050	10/23/2007	PIERRE FOODS, INC.
MERCATO GRILLE (and design)	026721-2061US4US	US	REGISTERED	78/652,426	6/16/2005	3,353,485	12/11/2007	PIERRE FOODS, INC.
MOM 'N' POP'S	026721-2061US103US	US	REGISTERED	73/455,993	12/7/1983	1,341,236	6/11/1985	PIERRE FOODS, INC.
OUTRAGEOUS ANGUS	026721-2061US117US	US	REGISTERED	78/525,726	12/2/2004	3,160,338	10/17/2006	PIERRE FOODS, INC.
PIERRE FROZEN FOODS (AND DESIGN)	026721-2061MX1	MX	PENDING	90273	6/27/1990			PIERRE FOODS, INC.
PIERRE GRILLERS	026721-2061US64US	US	PENDING	77/278,963	9/13/2007			PIERRE FOODS, INC.
PIERRE SIGNATURES	026721-2061US63US	US	REGISTERED	78/484,654	9/16/2004	3,363,145	1/1/2008	PIERRE FOODS, INC.
RESPONSE FOOD LABS	026721-2061US19US	US	PENDING	77/125,215	3/8/2007			PIERRE FOODS, INC.

Pierre Foods Security Agreement

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**TRADEMARK**  
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Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Reg. Date	Owner Name
RIB-B-Q	026721-2061CA2CA	CA	REGISTERED	494965	11/17/1982	TMA305055	7/19/1985	PIERRE FOODS, INC.
RIB-B-Q & Design	026721-2061CA3CA	CA	REGISTERED	494966	11/17/1982	TMA305056	7/19/1985	PIERRE FOODS, INC.
YUKON GRILL	026721-2061US83US	US	REGISTERED	78/525,759	12/2/2004	3,392,829	3/4/2008	PIERRE FOODS, INC.
FRYZ (Stylized)	026721-2061US53US	US	REGISTERED	74/412,548	7/15/1993	1,883,072	3/7/1995	ZARTIC, LLC
RANCHMEN'S	026721-2061US45US	US	REGISTERED	76/571,313	1/22/2004	2,918,684	1/18/2005	ZARTIC, LLC
RUSSLER	026721-2061US50US	US	REGISTERED	76/568,743	1/7/2004	2,996,498	9/20/2005	ZARTIC, LLC
SAFE QUICK VERSATILE	026721-2061US43US	US	REGISTERED	75/358,226	9/17/1997	2,359,046	6/20/2000	ZARTIC, LLC
SCRAMBLEZ	026721-2061US46US	US	REGISTERED	76/545,076	9/15/2003	2,938,702	4/5/2005	ZARTIC, LLC
SHOOTERZ	026721-2061US49US	US	REGISTERED	76/454,943	9/25/2002	2,944,429	4/26/2005	ZARTIC, LLC
SHURTENDA & Design	026721-2061US26	US	REGISTERED	72/190,291	4/3/1964	847,940	4/23/1968	ZARTIC, LLC
SQV	026721-2061US32US	US	REGISTERED	75/358,227	9/17/1997	2,178,646	8/4/1998	ZARTIC, LLC
WING DEMONS	026721-2061US23	US	REGISTERED	75/243,661	2/18/1997	2,130,583	1/20/1998	ZARTIC, LLC
WING DEMONS HOT 'N SPICY & Design	026721-2061US48US	US	REGISTERED	76/527,711	7/3/2003	2,834,190	4/20/2004	ZARTIC, LLC
Z & Bear Design	026721-2061US47US	US	REGISTERED	76/527,710	7/3/2003	2,834,189	4/20/2004	ZARTIC, LLC
Z CARE	026721-2061US41US	US	REGISTERED	76/454,871	9/26/2002	2,819,007	3/2/2004	ZARTIC, LLC
Z CARE & Design	026721-2061US42US	US	REGISTERED	76/454,872	9/26/2002	2,820,805	3/9/2004	ZARTIC, LLC
Z VITTLE BUNS	026721-2061US38	US	REGISTERED	76/480,793	1/6/2003	2,779,423	11/4/2003	ZARTIC, LLC
ZARTIC	026721-2061US22	US	REGISTERED	75/243,028	2/18/1997	2,125,738	12/30/1997	ZARTIC, LLC
ZARTIC & Design	026721-2061US37US	US	REGISTERED	72/302,445	7/10/1968	875,265	8/19/1969	ZARTIC, LLC
ZARTRAN	026721-2061US35US	US	REGISTERED	75/353,782	9/8/1997	2,205,437	11/24/1998	ZARTIC, LLC
Z-BEST BIRD YOU CAN SERVE	026721-2061US30US	US	REGISTERED	75/352,839	9/8/1997	2,178,630	8/4/1998	ZARTIC, LLC
Z-BIRD	026721-2061US25	US	REGISTERED	75/243,660	2/18/1997	2,132,637	1/27/1998	ZARTIC, LLC
Z-BIRD & Design	026721-2061US34US	US	REGISTERED	75/386,792	11/7/1997	2,187,937	9/8/1998	ZARTIC, LLC

Pierre Foods Security Agreement

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RECORDED: 06/06/2008

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