

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment by adding Reg.#s 3342036, 2377461 and 1952833 to the R/F. The #s are listed on sch. 1 but were left off the recording previously recorded on Reel 003765 Frame 0737. Assignor(s) hereby confirms the Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perdue Farms Incorporated		04/18/2008	CORPORATION: MARYLAND
Perdue AgriBusiness Incorporated		04/18/2008	CORPORATION: MARYLAND
Perdue Incorporated		04/18/2008	CORPORATION: MARYLAND
Perdue Transportation Incorporated		04/18/2008	CORPORATION: MARYLAND
Perdue Holdings, Inc.		04/18/2008	CORPORATION: DELAWARE
Perdue Investment Company, Inc.		04/18/2008	CORPORATION: DELAWARE
Heritage Breeders, LLC		04/18/2008	LIMITED LIABILITY COMPANY: MARYLAND
Perdue Agricultural Commodities Marketing Association, Inc.		04/18/2008	CORPORATION: MARYLAND
Perdue Grain and Oilseed, LLC		04/18/2008	LIMITED LIABILITY COMPANY: MARYLAND
Perdue Fats and Proteins, LLC		04/18/2008	LIMITED LIABILITY COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State License Branch of a Dutch Banking Cooperatieve: NEW YORK

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark

900107964

TRADEMARK
REEL: 003800 FRAME: 0502

CH \$90.00 3342036

Registration Number:	3342036	PERDUE MEALS & MORE
Registration Number:	2377461	PERDUE QUALITY JIM PERDUE
Registration Number:	1952833	PERDUE QUALITY POULTRY SINCE 1920

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2137
Email: lashanajimmar@paulhastings.com
Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
Address Line 1: Paul, Hastings, Janofsky & Walker LLP
Address Line 2: 600 Peachtree Street, N.E., Suite 2400
Address Line 4: ATLANTA, GEORGIA 30308

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	06/03/2008

Total Attachments: 62

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TRADEMARK ASSIGNMENT

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04/24/2008
 900104965

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perdue Farms Incorporated		04/18/2008	CORPORATION: MARYLAND
Perdue AgriBusiness Incorporated		04/18/2008	CORPORATION: MARYLAND
Perdue Incorporated		04/18/2008	CORPORATION: MARYLAND
Perdue Transportation Incorporated		04/18/2008	CORPORATION: MARYLAND
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Perdue Grain and Oilseed, LLC		04/18/2008	LIMITED LIABILITY COMPANY: MARYLAND
Perdue Fats and Proteins, LLC		04/18/2008	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen - Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State License Branch of a Dutch Banking Cooperative:		
PROPERTY NUMBERS Total: 208			
Property Type	Number	Word Mark	
Registration Number:	2015139	#1	
Registration Number:	2402409	1-800-4PERDUE	

CH \$5215.00 2015139

TO:LASHANA C. JIMMAR, SR. PARALEGAL COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER

Registration Number:	3313715	A FAMILY COMMITMENT TO QUALITY SINCE 1920
Registration Number:	2933665	A HEALTHY OBSESSION WITH CHICKEN
Registration Number:	1162939	BIRD-WATCHER
Registration Number:	2099241	BOASTIN' ROASTER
Registration Number:	3288551	CAPITAL OF GREAT TASTE WING CITY PERDUE
Registration Number:	1810145	CAROLINA FARE
Registration Number:	1553062	CARVERS CHOICE
Registration Number:	1993030	CARVER CHOICE
Registration Number:	1778439	CARVING
Registration Number:	1922254	CARVING
Registration Number:	2144229	CARVING CLASSICS
Registration Number:	2381485	CHEF QUIK
Registration Number:	1611407	CHEF READY
Registration Number:	1178351	CHEF'S CHOICE
Registration Number:	2095467	CHEF'S CHOICE
Registration Number:	2028196	CHEF'S CHOICE
Registration Number:	1547565	CHEF'S CHOICE
Registration Number:	2764971	CHIK-TAC-TOE
Registration Number:	2539844	CHOO CHOO NUGGETS
Registration Number:	2556266	
Registration Number:	1072816	COOKIN' GOOD
Registration Number:	1346518	COUNTRY CORNER
Registration Number:	2961252	DEFINITIVE DELI
Registration Number:	3060742	DELI PICK-UPS
Registration Number:	1834804	DELI PICK-UPS
Registration Number:	2533970	DELUCA
Registration Number:	2529539	DELUCA
Registration Number:	2522605	DELUCA DELISHABLES
Registration Number:	3016360	DRUMSTERS
Registration Number:	1165714	FAMILY FEAST
Registration Number:	3198933	
Registration Number:	2219070	FIT & EASY
Registration Number:	3181994	FIT & EASY
Registration Number:	2545964	FRESH
Registration Number:	2636240	FRESH

Registration Number:	3383534	FREEZER READY POUCHES
Registration Number:	2036874	FROZEN AT ITS FRESHEST!
Registration Number:	2011450	FUN SHAPES
Registration Number:	3204625	GET A HEAD START ON A FRESH MEAL
Registration Number:	1716129	GOL-PAK
Registration Number:	3147677	GREAT FOR GRILLING!
Registration Number:	2206379	GREAT FOR GRILLING!
Registration Number:	3095581	HARVESTLAND
Registration Number:	1670398	HARVESTLAND
Registration Number:	2082239	HEALTHSENSE
Registration Number:	1404275	IT TAKES A TOUGH MAN TO MAKE A TENDER CHICKEN
Registration Number:	1781384	KEEPEASY SEAL
Registration Number:	2381484	KICK 'N WINGS
Registration Number:	1752747	KICK N WINGS
Registration Number:	2767833	LA COCINA PERDUE
Registration Number:	2767945	LA COCINA PERDUE
Registration Number:	2801140	LITTLE HEROES, BIG HEARTS
Registration Number:	3283923	MEAL TIME STARTERS
Registration Number:	3295258	MEAT AT WORK
Registration Number:	2048180	
Registration Number:	1992128	
Registration Number:	1960031	
Registration Number:	1952950	
Registration Number:	1952952	
Registration Number:	1952951	
Registration Number:	2524796	
Registration Number:	2301720	
Registration Number:	2050310	Y
Registration Number:	1071896	OVEN STUFFER
Registration Number:	2565144	OVEN STUFFER
Registration Number:	3207801	OVEN STUFFER
Registration Number:	2766908	OVENABLES
Registration Number:	1420286	PENNYS WORTH
Registration Number:	1409665	PENNYS WORTH CORNISH HEN
Registration Number:	0998551	PERDUE

Registration Number:	1326205	PERDUE
Registration Number:	1602592	PERDUE
Registration Number:	1916662	PERDUE
Registration Number:	1931041	PERDUE
Registration Number:	2013952	PERDUE
Registration Number:	2232432	PERDUE
Registration Number:	2311032	PERDUE
Registration Number:	1923865	PERDUE
Registration Number:	2771414	PERDUE
Registration Number:	1923871	PERDUE
Registration Number:	1978243	PERDUE
Registration Number:	2357699	PERDUE
Registration Number:	1923866	PERDUE
Registration Number:	3256967	PERDUE DELI GOLD
Registration Number:	3105239	PERDUE DELI LITES
Registration Number:	3105254	PERDUE DELI STORE-BAKED
Registration Number:	1393428	PERDUE DONE ITI
Registration Number:	1602591	PERDUE DONE ITI
Registration Number:	3245024	PERDUE E.REVIEW
Registration Number:	3157420	PERDUE FARMS
Registration Number:	3183411	PERDUE. DE DONDE VIENE EL BUEN POLLO.
Registration Number:	2692247	PERDUE.COM
Registration Number:	3308700	PERFECT PORTIONS
Registration Number:	3262626	PERFECT PORTIONS
Registration Number:	3234426	PERFECT ROAST
Registration Number:	3302438	PLANET PERDUE
Registration Number:	2198255	PLANET PERDUE
Registration Number:	2511128	POUCH-TO-PAN CONVENIENCE
Registration Number:	1290571	PRIME PARTS
Registration Number:	1781589	PRIME PARTS
Registration Number:	3219520	QUALITY GUARANTEED JIM PERDUE OR MONEY BACK
Registration Number:	3176469	QUALITY GUARANTEED OR MONEY BACK JIM PERDUE
Registration Number:	2471223	QUALITY POULTRY SINCE 1920
Registration Number:	1865477	QUALITY POULTRY SINCE 1920
Registration Number:	1764696	R.P.C.

TO:LASHANA C. JIMMAR, SR. PARALEGAL COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER

Registration Number:	2643984	ROASTED CHICKEN FROM THE CHICKEN EXPERTS
Registration Number:	3225636	SANDWICH BUILDERS
Registration Number:	3163617	SEASONED SENSATIONS
Registration Number:	3200654	SELECT SIZE
Registration Number:	1668660	SHENANDOAH
Registration Number:	1856859	SHENANDOAH
Registration Number:	1864831	SHENANDOAH
Registration Number:	1797984	SHENANDOAH DELUXE TURKEY BREAST
Registration Number:	1264375	SHORELINE
Registration Number:	1973672	SHORT CUTS
Registration Number:	2795875	SHORT CUTS
Registration Number:	3204672	SHORT CUTS
Registration Number:	2507950	SIMPLY SAUTE
Registration Number:	1888651	SLICING
Registration Number:	1773780	SLICING
Registration Number:	1934482	SNACK WINGS
Registration Number:	2647728	SNACK WINGS
Registration Number:	2970105	SOUP & STEW
Registration Number:	1618933	SOUTHERN CURE
Registration Number:	1504428	STUFF N' ROAST
Registration Number:	1522778	
Registration Number:	1609930	TENDER SELECT
Registration Number:	2044641	TENDERREADY
Registration Number:	2903866	THE OFFICIAL CHICKEN OF RACE FANS
Registration Number:	3127008	THE PERDUE REVIEW
Registration Number:	3086568	THE PERFECT ONE-HANDED WING
Registration Number:	3195267	THE RIGHT TOOLS FOR THE BREAD
Registration Number:	1489560	THE TASTY YELLOW CHICKEN
Registration Number:	2534256	TRU-FILLET
Registration Number:	3015714	WING CITY
Registration Number:	3015715	WING CITY
Registration Number:	2913324	WINGSTERS
Registration Number:	2702862	YOU CAN TELL THE PERDUE DIFFERENCE
Registration Number:	2987263	YOU'RE IN STORE FOR GREAT TASTE. GUARANTEED.
Registration Number:	2760174	HERITAGE

TO:LASHANA C. JIMMAR, SR. PARALEGAL COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER

Registration Number:	2770206	HERITAGE
Serial Number:	78705937	... FOR YOUR EXPRESS LANE LIFESTYLE
Serial Number:	77200568	0G TRANS FAT
Serial Number:	77378434	ARE YOU ROASTERPHOBIC?
Serial Number:	77052956	BOARDWALK WINGS SALT & VINEGAR PERDUE
Serial Number:	78858629	CAFE PERDUE
Serial Number:	77355769	CAFÉ PERDUE
Serial Number:	77015582	CAPITAL OF GREAT TASTE
Serial Number:	78845071	COOKIN' GOOD CHICK'N QUICK
Serial Number:	78864525	COOKIN' GOOD EXPRESS
Serial Number:	76587309	DELI SET-UPS
Serial Number:	77431603	DELMARVA SENSORY
Serial Number:	77431632	DELMARVA SENSORY
Serial Number:	77431853	FLAVOR BITES
Serial Number:	77020358	PURELY ALL-NATURAL HARVESTLAND
Serial Number:	78712556	HEALTHY DECISIONS
Serial Number:	78934454	IN SEPARATE FRESH-SEALED POUCHES
Serial Number:	78833305	IONOGRO
Serial Number:	78741940	IT'S HIP TO BE FIT! PERDUE HEALTH IMPROVEMENT PROGRAM
Serial Number:	78743490	IT'S HIP TO BE FIT! PERDUE. HEALTH IMPROVEMENT PROGRAM
Serial Number:	77279512	KICK 'N CHICKEN
Serial Number:	78905628	MEAL TIME STARTERS
Serial Number:	78660460	MICRO QUICK
Serial Number:	77225425	NOTHING EVER ADDED
Serial Number:	77268005	OVEN READY ROASTER
Serial Number:	78794477	PERDUE
Serial Number:	78916734	PERDUE BIOENERGY
Serial Number:	77019376	PERDUE BOARDWALK WINGS
Serial Number:	78783932	PERDUE HEALTHWORKS
Serial Number:	77310170	PERDUE INDIVIDUALLY FROZEN
Serial Number:	77117008	PERDUE MARKETPLACE
Serial Number:	77404977	PERDUE OVEN READY
Serial Number:	77210562	PERDUE SALAD SENSATIONS

TO:LASHANA C. JIMMAR, SR. PARALEGAL COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER

Serial Number:	77279659	PERDUE SANDWICH BUILDERS
Serial Number:	77201050	PERDUE SNACK-ATIZERS
Serial Number:	78742391	PERDUE STUFFED BITES
Serial Number:	77154813	PERDUE TO GO
Serial Number:	78908748	PERDUE ULTRA NATURAL
Serial Number:	78827146	PERDUE. WHERE THE GOOD CHICKEN COMES FROM.
Serial Number:	77249040	PERDUEMARKETPLACE.COM
Serial Number:	77378471	ROASTERPHOBIA
Serial Number:	77378414	ROASTERPHOBIC
Serial Number:	78822406	SANDWICH BUILDERS
Serial Number:	76578859	SAUCE 'N TOSS
Serial Number:	78912030	SHORT CUTS
Serial Number:	78705936	SHORT CUTS EXPRESS
Serial Number:	77334317	SIMPLE GOODNESS
Serial Number:	77316576	SIMPLY SAUTE
Serial Number:	77229049	SIMPLY SMART
Serial Number:	77209357	SMART LIVING
Serial Number:	77228875	SMART SOLUTIONS
Serial Number:	78704019	SNACK-ATIZERS
Serial Number:	78961407	SURETUCK
Serial Number:	78494576	TENDER SELECT
Serial Number:	77118324	TENDEREXCELLENCE
Serial Number:	77117134	TENDERSNATURALLY
Serial Number:	77113968	THE CHICKEN EXPERTS
Serial Number:	77378520	THE CURE FOR ROASTERPHOBIA
Serial Number:	77352432	THE PERFECT 10
Serial Number:	77257783	TIME TRIMMERS
Serial Number:	78931589	UNA FAMILIA COMPROMETIDA CON LA CALIDAD DESDE 1920
Serial Number:	77020425	VEGETARIAN FED USDA PROCESS VERIFIED 100% FRESH CHICKEN
Serial Number:	77333823	WE HARVEST GOODNESS
Serial Number:	78827212	WWW.PERDUEFOODSERVICE.COM
Serial Number:	78829775	WWW.SANDWICHBUILDERSONLINE.COM
Serial Number:	78469296	ZEST T BURGER

TO:LASHANA C. JIMMAR, SR. PARALEGAL COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER

CORRESPONDENCE DATA

Fax Number: (404)685-5137
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-815-2137
 Email: lashana.jimmar@paulhastings.com
 Correspondent Name: LaShana C. Jimmar, Sr. Paralegal
 Address Line 1: Paul, Hastings, Janofsky & Walker LLP
 Address Line 2: 600 Peachtree Street, N.E., Suite 2400
 Address Line 4: ATLANTA, GEORGIA 30308

NAME OF SUBMITTER:

LaShana C. Jimmar

Signature:

/LaShana C. Jimmar/

Date:

04/22/2008

Total Attachments: 26

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th day of April, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 18, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Perdue Farms Incorporated, a Maryland corporation ("Perdue Farms"), Perdue Agribusiness Incorporated, a Maryland corporation ("Perdue Agribusiness"; together with Perdue Farms each individually a "Borrower" and collectively, "Borrowers"), Perdue Incorporated, a Maryland corporation ("Parent"), certain subsidiaries of Parent party thereto from time to time as a "Guarantor", the various banks and lending institutions identified on the signature pages thereto as a "Bank" (each a "Bank", and collectively, the "Banks"), Rabobank, in its capacity as administrative agent for the Banks ("Administrative Agent"), Collateral Agent and the other agents party thereto, Banks are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and other Grantors as provided for in the Credit Agreement and the other Transaction Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of April 18, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the

following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent, within 45 days after the end of each fiscal quarter, with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this

Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.


7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:


PERDUE FARMS INCORPORATED, a Maryland corporation

By: 
Name: Thomas E. Mahn
Title: Treasurer

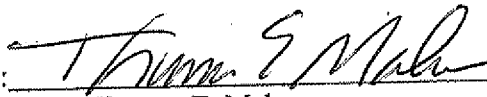
PERDUE AGRIBUSINESS INCORPORATED, a Maryland corporation

By: 
Name: Thomas E. Mahn
Title: Treasurer

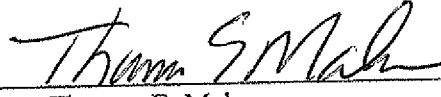
PERDUE INCORPORATED, a Maryland corporation

By: 
Name: Thomas E. Mahn
Title: Treasurer

PERDUE TRANSPORTATION INCORPORATED, a Maryland corporation

By: 
Name: Thomas E. Mahn
Title: Treasurer

PERDUE HOLDINGS, INC., a Delaware corporation

By: 
Name: Thomas E. Mahn
Title: President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003800 FRAME: 0516

PERDUE INVESTMENT COMPANY, INC., a
Delaware corporation

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: President

HERITAGE BREEDERS, LLC, a Maryland limited
liability company

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: Treasurer

**PERDUE AGRICULTURAL COMMODITIES
MARKETING ASSOCIATION, INC.,** a Maryland
corporation

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: Treasurer

PERDUE GRAIN AND OILSEED, LLC, a
Maryland limited liability company

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: Treasurer


PERDUE FATS AND PROTEINS, LLC, a
Maryland limited liability company

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: Treasurer

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Collateral Agent

By: 
Name: RICHARD J. BEARD
Title: EXECUTIVE DIRECTOR

By: 
Name: Rebecca O. Morrow
Title: Executive Director

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003800 FRAME: 0518

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	U.S.A.	#1 (TROPHY DESIGN)	2015139	11/12/1996
Perdue Holdings, Inc.	U.S.A.	1-800-4PERDUE	2402409	11/7/2000
Perdue Holdings, Inc.	U.S.A.	A FAMILY COMMITMENT TO QUALITY SINCE 1920	3313715	10/16/2007
Perdue Holdings, Inc.	U.S.A.	A HEALTHY OBSESSION WITH CHICKEN	2933665	3/15/2005
Perdue Holdings, Inc.	U.S.A.	BIRD-WATCHER	1162939	7/28/1981
Perdue Holdings, Inc.	U.S.A.	BOASTIN' ROASTER	2099241	9/23/1997
Perdue Holdings, Inc.	U.S.A.	CAPITAL OF GREAT TASTE WING CITY PERDUE and Design	3288551	9/4/2007
Perdue Holdings, Inc.	U.S.A.	CAROLINA FARE	1810145	12/7/1993
Perdue Holdings, Inc.	U.S.A.	CARVERS CHOICE	1553062	8/22/1989
Perdue Holdings, Inc.	U.S.A.	CARVERS CHOICE (Stylized)	1993030	8/13/1996
Perdue Holdings, Inc.	U.S.A.	CARVING	1778439	6/22/1993
Perdue Holdings, Inc.	U.S.A.	CARVING	1922254	9/26/1995
Perdue Holdings, Inc.	U.S.A.	CARVING CLASSICS	2144229	3/17/1998
Perdue Holdings, Inc.	U.S.A.	CHEF QUIK	2381485	8/29/2000
Perdue Holdings, Inc.	U.S.A.	CHEF READY	1611407	8/28/1990
Perdue Holdings, Inc.	U.S.A.	CHEF'S CHOICE	1178351	11/17/1981
Perdue Holdings, Inc.	U.S.A.	CHEF'S CHOICE	2095467	9/19/1997

LEGAL_US_E # 78774950.5

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	U.S.A.	CHEF'S CHOICE	2028196	1/7/1997
Perdue Holdings, Inc.	U.S.A.	CHEF'S CHOICE and Design	1547565	7/11/1989
Perdue Holdings, Inc.	China P.R.	CHICKEN DESIGN (JOINT VENTURE LOGO)	1574859	5/21/2001
Perdue Holdings, Inc.	U.S.A.	CHIK-TAC-TOE	2764971	9/16/2003
Perdue Holdings, Inc.	U.S.A.	CHOO CHOO NUGGETS	2539844	2/19/2002
Perdue Holdings, Inc.	Aruba	COOKIN' GOOD	25427	3/14/2006
Perdue Holdings, Inc.	Mexico	COOKIN' GOOD	734500	2/13/2002
Perdue Holdings, Inc.	Puerto Rico	COOKIN' GOOD	66429	9/27/2005
Perdue Holdings, Inc.	Russia	COOKIN' GOOD	153727	6/16/1997
Perdue Holdings, Inc.	China P.R.	COOKIN' GOOD (CHINESE CHARACTERS)	1341649	12/7/1999
Perdue Holdings, Inc.	Hong Kong	COOKIN' GOOD (CHINESE CHARACTERS)	199914234	11/17/1999
Perdue Holdings, Inc.	U.S.A.	COOKIN' GOOD (CHINESE CHARACTERS)	2556266	4/2/2002
Perdue Holdings, Inc.	U.S.A.	COOKIN' GOOD and Design	1072816	9/16/1977
Perdue Holdings, Inc.	Canada	COOKIN' GOOD and Design	TMA477448	6/10/1997
Perdue Holdings, Inc.	Japan	COOKIN' GOOD and Design	4096092	12/19/1997
Perdue Holdings, Inc.	Mexico	COOKIN' GOOD and	717646	9/27/2001

Grantor	Country	Mark	Registration No.	Registration Date
		Design		
Perdue Holdings, Inc.	Singapore	COOKIN' GOOD and Design	T01/09950A	7/6/2001
Perdue Holdings, Inc.	U.S.A.	COUNTRY CORNER	1346518	7/2/1985
Perdue Holdings, Inc.	U.S.A.	DEFINITIVE DELI	2961252	6/7/2005
Perdue Holdings, Inc.	U.S.A.	DELI PICK-UPS	3060742	2/21/2006
Perdue Holdings, Inc.	U.S.A.	DELI PICK-UPS	1834804	5/3/1994
Perdue Holdings, Inc.	U.S.A.	DELUCA and Design	2533970	1/29/2002
Perdue Holdings, Inc.	U.S.A.	DELUCA and Design	2529539	1/15/2002
Perdue Holdings, Inc.	U.S.A.	DELUCA DELISHABLES	2522605	12/25/2001
Perdue Holdings, Inc.	U.S.A.	DRUMSTERS	3016360	11/15/2005
Perdue Holdings, Inc.	U.S.A.	FAMILY FEAST	1165714	8/18/1981
Perdue Holdings, Inc.	U.S.A.	FARMHOUSE LOGO	3198933	1/16/2007
Perdue Holdings, Inc.	U.S.A.	FIT & EASY	2219070	1/19/1999
Perdue Holdings, Inc.	U.S.A.	FIT & EASY and Design	3181994	12/5/2006
Perdue Holdings, Inc.	U.S.A.	FRESH and Design	2545964	3/12/2002
Perdue Holdings, Inc.	U.S.A.	FRESH and Design	2636240	10/15/2002
Perdue Holdings, Inc.	U.S.A.	FREEZER READY POUCHES	3383534	2/12/2008
Perdue Holdings, Inc.	U.S.A.	FROZEN AT ITS FRESHEST!	2036874	2/11/1997
Perdue Holdings, Inc.	Mexico	FUN SHAPES	505716	9/27/1995
Perdue Holdings, Inc.	U.S.A.	FUN SHAPES	2011450	10/29/1996
Perdue Holdings, Inc.	U.S.A.	GET A HEAD START ON A FRESH MEAL	3204625	1/30/2007
Perdue Holdings, Inc.	Ukraine	GOLDEN CHICKEN	18624	2/15/2001
Perdue Holdings, Inc.	Russia	GOLDEN CHICKEN	191058	7/18/2000

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	Russia	GOLDEN CHICKEN and Design	191057	7/18/2000
Perdue Holdings, Inc.	Ukraine	GOLDEN CHICKEN and Design	22486	1/15/2002
Perdue Holdings, Inc.	Canada	GOL-PAK	TMA420283	12/3/1993
Perdue Holdings, Inc.	U.S.A.	GOL-PAK	1716129	9/15/1992
Perdue Holdings, Inc.	Canada	GOLPAKGOLCUTS and Design	TMA425248	3/18/1994
Perdue Holdings, Inc.	U.S.A.	GREAT FOR GRILLING!	3147677	9/26/2006
Perdue Holdings, Inc.	U.S.A.	GREAT FOR GRILLING! and Design	2206379	12/1/1998
Perdue Holdings, Inc.	United Arab Emirates	HALF RIBBON BAG and Design	41008	6/23/2003
Perdue Holdings, Inc.	U.S.A.	HARVESTLAND	3095581	5/23/2006
Perdue Holdings, Inc.	U.S.A.	HARVESTLAND	1670398	12/31/1991
Perdue Holdings, Inc.	U.S.A.	HEALTHSENSE	2082239	7/22/1997
Perdue Holdings, Inc.	U.S.A.	IT TAKES A TOUGH MAN TO MAKE A TENDER CHICKEN	1404275	8/5/1986
Perdue Holdings, Inc.	U.S.A.	KEEPEASY SEAL and Design	1781384	7/13/1993
Perdue Holdings, Inc.	U.S.A.	KICK 'N WINGS	2381484	8/29/2000
Perdue Holdings, Inc.	U.S.A.	KICK N WINGS and Design	1752747	2/16/1993
Perdue Holdings, Inc.	U.S.A.	LA COCINA PERDUE	2767833	9/23/2003
Perdue Holdings, Inc.	U.S.A.	LA COCINA PERDUE and Design	2767945	9/23/2003
Perdue Holdings, Inc.	U.S.A.	LITTLE HEROES, BIG HEARTS	2801140	12/30/2003
Perdue Holdings, Inc.	U.S.A.	MEAL TIME STARTERS	3283923	8/21/2007

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	U.S.A.	MEAT AT WORK	3295258	9/18/2007
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Baseball Bat Design)	2048180	3/25/1997
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Baseball design)	1992128	8/6/1996
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Baseball Mitt)	1960031	3/5/1996
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Basketball Net Design)	1952950	1/30/1996
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Basketball Shoe Design)	1952952	1/30/1996
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Basketball)	1952951	1/30/1996
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Chicken Nugget Train)	2524796	1/1/2002
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (Chinese Characters)	2301720	12/21/1999
Perdue Holdings, Inc.	U.S.A.	MISCELLANEOUS DESIGN (FOOTBALL GOAL POST DESIGN)	2050310	4/8/1997
Perdue Holdings, Inc.	China P.R.	MISCELLANEOUS DESIGN (LITTLE GIRL WITH CHICKEN DESIGN)	1574860	5/21/2001
Perdue Holdings, Inc.	China P.R.	MISCELLANEOUS DESIGN (ROASTY)	3588304	4/14/2006
Perdue Holdings, Inc.	Canada	OVEN STUFFER	TMA436979	12/9/1994
Perdue Holdings, Inc.	U.S.A.	OVEN STUFFER	1071896	8/23/1977

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	U.S.A.	OVEN STUFFER	2565144	4/30/2002
Perdue Holdings, Inc.	U.S.A.	OVEN STUFFER (RIBBON DESIGN)	3207801	2/13/2007
Perdue Holdings, Inc.	U.S.A.	OVENABLES	2766908	9/23/2003
Perdue Holdings, Inc.	U.S.A.	PENNYS WORTH	1420286	12/9/1986
Perdue Holdings, Inc.	U.S.A.	PENNYs WORTH CORNISH HEN	1409665	9/16/1986
Perdue Holdings, Inc.	Thailand	PERDUE	TM223376	8/1/2005
Perdue Holdings, Inc.	Japan	PERDUE	3345355	9/5/1997
Perdue Holdings, Inc.	Aruba	PERDUE	25426	3/14/2006
Perdue Holdings, Inc.	Azerbaijan	PERDUE	2000 0205	2/11/2000
Perdue Holdings, Inc.	Bermuda	PERDUE	32683	3/20/2002
Perdue Holdings, Inc.	Bolivia	PERDUE	C-101079	10/12/2005
Perdue Holdings, Inc.	Bulgaria	PERDUE	55894	11/30/2006
Perdue Holdings, Inc.	Canada	PERDUE	TMA473801	3/26/1997
Perdue Holdings, Inc.	Canada	PERDUE	TMA461228	8/16/1996
Perdue Holdings, Inc.	Chile	PERDUE	676.601	10/22/2003
Perdue Holdings, Inc.	Chile	PERDUE	776.283	1/2/2007
Perdue Holdings, Inc.	Colombia	PERDUE	339114	8/13/2007
Perdue Holdings, Inc.	Ecuador	PERDUE	1964-05	5/2/2005
Perdue Holdings, Inc.	Community Trademark	PERDUE	223586	6/30/1998
Perdue Holdings, Inc.	Georgia	PERDUE	M14247	1/8/2002
Perdue Holdings, Inc.	Guatemala	PERDUE	142243	5/8/2006
Perdue Holdings, Inc.	Haiti	PERDUE	187/139	7/11/2003
Perdue Holdings, Inc.	Hong Kong	PERDUE	3933/1996	5/2/1996
Perdue Holdings, Inc.	India	PERDUE	660623	3/27/1995

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	Indonesia	PERDUE	IDM000018974	3/28/1996
Perdue Holdings, Inc.	Jamaica	PERDUE	45748	9/17/2004
Perdue Holdings, Inc.	South Korea	PERDUE	40-0423969	9/30/1998
Perdue Holdings, Inc.	Malaysia	PERDUE	95/01221	2/10/2002
Perdue Holdings, Inc.	Mexico	PERDUE	476112	10/5/1994
Perdue Holdings, Inc.	Mexico	PERDUE	441466	9/8/1993
Perdue Holdings, Inc.	Netherlands Antilles	PERDUE	10964	11/3/2004
Perdue Holdings, Inc.	Panama	PERDUE	139378	12/7/2004
Perdue Holdings, Inc.	Paraguay	PERDUE	304071/2007	10/19/2007
Perdue Holdings, Inc.	Peru	PERDUE	25271	4/19/1996
Perdue Holdings, Inc.	Philippines	PERDUE	4-2001-000881	2/24/2005
Perdue Holdings, Inc.	Poland	PERDUE	105649	9/28/1998
Perdue Holdings, Inc.	Romania	PERDUE	25604	10/27/1997
Perdue Holdings, Inc.	Russia	PERDUE	137818	2/15/1996
Perdue Holdings, Inc.	Singapore	PERDUE	T94/08348A	9/26/1994
Perdue Holdings, Inc.	South Africa	PERDUE	95/3599	3/23/1998
Perdue Holdings, Inc.	Taiwan	PERDUE	886816	3/16/2000
Perdue Holdings, Inc.	Ukraine	PERDUE	14739	2/28/2000
Perdue Holdings, Inc.	United Arab Emirates	PERDUE	37553	4/17/2003
Perdue Holdings, Inc.	Great Britain	PERDUE	1585826	9/8/1995
Perdue Holdings, Inc.	Uruguay	PERDUE	372.331	8/31/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE	998551	11/19/1974
Perdue Holdings, Inc.	U.S.A.	PERDUE	1326205	3/19/1985
Perdue Holdings, Inc.	U.S.A.	PERDUE	1602592	6/19/1990

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	U.S.A.	PERDUE	1916662	9/5/1995
Perdue Holdings, Inc.	U.S.A.	PERDUE	1931041	10/31/1995
Perdue Holdings, Inc.	U.S.A.	PERDUE	2013952	11/5/1996
Perdue Holdings, Inc.	U.S.A.	PERDUE	2232432	3/16/1999
Perdue Holdings, Inc.	U.S.A.	PERDUE	2311032	1/24/2000
Perdue Holdings, Inc.	U.S.A.	PERDUE	1923865	10/3/1995
Perdue Holdings, Inc.	U.S.A.	PERDUE (AND RIBBON DESIGN)	2771414	10/7/2003
Perdue Holdings, Inc.	Indonesia	PERDUE (Chinese characters)	441.532	3/1/2000
Perdue Holdings, Inc.	China P.R.	PERDUE (CHINESE CHARACTERS)	1346606	12/21/1999
Perdue Holdings, Inc.	Hong Kong	PERDUE (CHINESE CHARACTERS)	200010487	7/23/1998
Perdue Holdings, Inc.	China P.R.	PERDUE (Stylized)	971243	3/28/1997
Perdue Holdings, Inc.	Mexico	PERDUE (Stylized)	494547	6/3/1995
Perdue Holdings, Inc.	U.S.A.	PERDUE (Stylized)	1923871	10/3/1995
Perdue Holdings, Inc.	Bermuda	PERDUE and Design	32685	3/20/2002
Perdue Holdings, Inc.	Mexico	PERDUE and Design	491769	5/17/1995
Perdue Holdings, Inc.	Great Britain	PERDUE and Design	1585822	9/8/1995
Perdue Holdings, Inc.	Colombia	PERDUE and Design	339117	8/13/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE and Design	1978243	6/4/1996
Perdue Holdings, Inc.	U.S.A.	PERDUE and Design	2357699	6/13/2000
Perdue Holdings, Inc.	U.S.A.	PERDUE and Design	1923866	10/3/1995
Perdue Holdings, Inc.	Paraguay	PERDUE and Design	302762/2007	9/26/2007
Perdue Holdings, Inc.	China P.R.	PERDUE and Design (CHINESE)	3088316	3/14/2003

Grantor	Country	Mark	Registration No.	Registration Date
		CHARACTERS)		
Perdue Holdings, Inc.	China P.R.	PERDUE and Design (Chinese Characters)	4486234	8/28/2007
Perdue Holdings, Inc.	Georgia	PERDUE and Wing Tag Design	M14246	1/8/2002
Perdue Holdings, Inc.	Haiti	PERDUE and Wing Tag Design	188/139	7/11/2003
Perdue Holdings, Inc.	United Arab Emirates	PERDUE and Wing Tag Design	37554	4/17/2003
Perdue Holdings, Inc.	China P.R.	PERDUE and Wing Tag Design (Chinese Characters)	4411422	6/14/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE DELI GOLD	3256967	6/26/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE DELI LITES	3105239	6/13/2006
Perdue Holdings, Inc.	U.S.A.	PERDUE DELI STORE- BAKED	3105254	5/22/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE DONE IT!	1393428	5/13/1986
Perdue Holdings, Inc.	U.S.A.	PERDUE DONE IT!	1602591	6/19/1990
Perdue Holdings, Inc.	U.S.A.	PERDUE E. REVIEW	3245024	5/22/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE FARMS	3157420	10/17/2006
Perdue Holdings, Inc.	South Korea	PERDUE FOODS and Design	40-0402392	5/21/1998
Perdue Holdings, Inc.	U.S.A.	PERDUE MEALS & MORE	3342036	11/20/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE QUALITY JIM PERDUE and Design	2377461	8/15/2000
Perdue Holdings, Inc.	U.S.A.	PERDUE QUALITY POULTRY SINCE 1920	1952833	1/30/1996

Grantor	Country	Mark	Registration No.	Registration Date
		& Design		
Perdue Holdings, Inc.	U.S.A.	PERDUE. DE DONDE VIENE BUEN POLLO.	3183411	12/12/2006
Perdue Holdings, Inc.	U.S.A.	PERDUE.COM	2692247	3/4/2003
Perdue Holdings, Inc.	U.S.A.	PERFECT PORTIONS	3308700	10/9/2007
Perdue Holdings, Inc.	U.S.A.	PERFECT PORTIONS and Design	3262626	7/10/2007
Perdue Holdings, Inc.	U.S.A.	PERFECT ROAST	3234426	4/24/2007
Perdue Holdings, Inc.	U.S.A.	PLANET PERDUE and Design	3302438	10/2/2007
Perdue Holdings, Inc.	U.S.A.	PLANET PERDUE and Design	2198255	10/20/1998
Perdue Holdings, Inc.	U.S.A.	POUCH-TO-PAN CONVENIENCE	2511128	11/20/2001
Perdue Holdings, Inc.	U.S.A.	PRIME PARTS	1290571	8/14/1984
Perdue Holdings, Inc.	U.S.A.	PRIME PARTS	1781589	7/13/1993
Perdue Holdings, Inc.	U.S.A.	QUALITY GUARANTEED JIM PERDUE OR MONEY BACK	3219520	3/20/2007
Perdue Holdings, Inc.	U.S.A.	QUALITY GUARANTEED OR MONEY BACK JIM PERDUE and Design	3176469	11/28/2006
Perdue Holdings, Inc.	U.S.A.	QUALITY POULTRY SINCE 1920	2471223	7/24/2001
Perdue Holdings, Inc.	U.S.A.	QUALITY POULTRY SINCE 1920	1865477	11/29/1994
Perdue Holdings, Inc.	U.S.A.	R.P.C.	1764696	4/13/1993
Perdue Holdings, Inc.	U.S.A.	ROASTED CHICKEN FROM THE CHICKEN	2643984	10/29/2002

Grantor	Country	Mark	Registration No.	Registration Date
		EXPERTS		
Perdue Holdings, Inc.	U.S.A.	SANDWICH BUILDERS	3225636	4/3/2007
Perdue Holdings, Inc.	U.S.A.	SEASONED SENSATIONS	3163617	10/24/2006
Perdue Holdings, Inc.	U.S.A.	SELECT SIZE	3200654	1/23/2007
Perdue Holdings, Inc.	U.S.A.	SHENANDOAH	1668660	12/17/1991
Perdue Holdings, Inc.	U.S.A.	SHENANDOAH	1856859	10/4/1994
Perdue Holdings, Inc.	Canada	SHENANDOAH	TMA444510	6/30/1995
Perdue Holdings, Inc.	Canada	SHENANDOAH	TMA445377	7/21/1995
Perdue Holdings, Inc.	Hong Kong	SHENANDOAH	B00935/1997	1/24/1997
Perdue Holdings, Inc.	Mexico	SHENANDOAH	436808	7/5/1993
Perdue Holdings, Inc.	Philippines	SHENANDOAH	4-2004-008706	2/26/2007
Perdue Holdings, Inc.	Russia	SHENANDOAH	128511	6/16/1995
Perdue Holdings, Inc.	Canada	SHENANDOAH & Design	TMA210057	10/17/1975
Perdue Holdings, Inc.	U.S.A.	SHENANDOAH (AND ROOSTER DESIGN)	1864831	11/29/1994
Perdue Holdings, Inc.	U.S.A.	SHENANDOAH DELUXE TURKEY BREAST	1797984	10/12/1993
Perdue Holdings, Inc.	U.S.A.	SHORELINE	1264375	1/17/1984
Perdue Holdings, Inc.	U.S.A.	SHORT CUTS	1973672	5/14/1996
Perdue Holdings, Inc.	U.S.A.	SHORT CUTS	2795875	12/16/2003
Perdue Holdings, Inc.	U.S.A.	SHORT CUTS	3204672	1/30/2007
Perdue Holdings, Inc.	Bermuda	SHORT CUTS	40204	11/8/2004
Perdue Holdings, Inc.	Canada	SHORT CUTS	TMA535756	10/25/2000
Perdue Holdings, Inc.	Mexico	SHORT CUTS	884389	1/30/2005

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	U.S.A.	SIMPLY SAUTE	2507950	11/13/2001
Perdue Holdings, Inc.	U.S.A.	SLICING	1888651	4/11/1995
Perdue Holdings, Inc.	U.S.A.	SLICING	1773780	5/25/1993
Perdue Holdings, Inc.	U.S.A.	SNAK WINGS	1934482	11/7/1995
Perdue Holdings, Inc.	U.S.A.	SNAK WINGS	2647728	11/12/2002
Perdue Holdings, Inc.	U.S.A.	SOUP & STEW	2970105	7/19/2005
Perdue Holdings, Inc.	U.S.A.	SOUTHERN CURE	1618933	10/23/1990
Perdue Holdings, Inc.	U.S.A.	STUFF N' ROAST	1504428	9/13/1988
Perdue Holdings, Inc.	U.S.A.	TABLE CLOTH DESIGN	1522778	1/31/1989
Perdue Holdings, Inc.	U.S.A.	TENDER SELECT	1609930	8/14/1990
Perdue Holdings, Inc.	Mexico	TENDER SELECT	777029	1/31/2003
Perdue Holdings, Inc.	U.S.A.	TENDERREADY	2044641	3/11/1997
Perdue Holdings, Inc.	Japan	TENDERREADY	4972118	7/21/2006
Perdue Holdings, Inc.	U.S.A.	THE OFFICIAL CHICKEN OF RACE FANS	2903866	11/16/2004
Perdue Holdings, Inc.	U.S.A.	THE PERDUE REVIEW	3127008	8/8/2006
Perdue Holdings, Inc.	U.S.A.	THE PERFECT ONE- HANDED WING	3086568	4/25/2006
Perdue Holdings, Inc.	U.S.A.	THE RIGHT TOOLS FOR THE BREAD	3195267	1/2/2007
Perdue Holdings, Inc.	U.S.A.	THE TASTY YELLOW CHICKEN	1489560	5/24/1988
Perdue Holdings, Inc.	U.S.A.	TRU-FILLET	2534256	1/29/2002
Perdue Holdings, Inc.	U.S.A.	WING CITY	3015714	11/15/2005
Perdue Holdings, Inc.	U.S.A.	WING CITY and Design	3015715	11/15/2005

Grantor	Country	Mark	Registration No.	Registration Date
Perdue Holdings, Inc.	U.S.A.	WINGSTERS	2913324	12/21/2004
Perdue Holdings, Inc.	U.S.A.	YOU CAN TELL THE PERDUE DIFFERENCES	2702862	4/1/2003
Perdue Holdings, Inc.	U.S.A.	YOU'RE IN STORE FOR GREAT TASTE. GUARANTEED.	2987263	8/23/2005
Heritage Breeders LLC	U.S.A.	HERITAGE	2760174	9/2/2003
Heritage Breeders LLC	U.S.A.	HERITAGE and Design	2770206	9/30/2003

Inactive Registered Trademarks

Credit Party	Country	Mark	Serial No.	Registration No.
Perdue Holdings, Inc.	Russia	CAROLINA FARE	94034452	138123
Perdue Holdings, Inc.	U.S.A.	DELUCA and Design	76/168527	2533970
Perdue Holdings, Inc.	U.S.A.	DELUCA and Design	76/141373	2529539
Perdue Holdings, Inc.	U.S.A.	DELUCA DELISHABLES	76/264581	2522605
Perdue Holdings, Inc.	Puerto Rico	PERDUE	35103	35103
Perdue Holdings, Inc.	Saudi Arabia	PERDUE	31410	387/55
Perdue Holdings, Inc.	Switzerland	PERDUE	7240/1995.9	429190
Perdue Holdings, Inc.	Chile	PERDUE	296868	459.02
Perdue Holdings, Inc.	Chile	PERDUE (Stylized)	301420	457.223
Perdue Holdings, Inc.	China P.R.	PERDUE and Design	863220	863220
Perdue Holdings, Inc.	Austria	SHENANDOAH	AM5261/93	152044
Perdue Holdings, Inc.	India	SHENANDOAH	660147	660147
Perdue Holdings, Inc.	Puerto Rico	SHENANDOAH	35186	35186

Credit Party	Country	Mark	Serial No.	Registration No.
Perdue Holdings, Inc.	Japan	SHENANDOAH	5-123409	3109014
Perdue Holdings, Inc.	China P.R.	SHENANDOAH	94006560	764988
Perdue Holdings, Inc.	Bermuda	SHORT CUTS	32684	
Perdue Holdings, Inc.	U.S.A.	SIMPLY SAUTE	75/846036	2507950

Trademark Applications

Credit Party	Country	Mark	Serial No.	Filing Date
Perdue Holdings, Inc.	U.S.A.	... FOR YOUR EXPRESS LANE LIFESTYLE	78/705937	9/2/2005
Perdue Holdings, Inc.	U.S.A.	0G TRANS FAT and Design	77/200568	6/7/2007
Perdue Holdings, Inc.	U.S.A.	ARE YOU ROASTERPHOBIC?	77/378434	1/23/2008
Perdue Holdings, Inc.	U.S.A.	BOARDWALK WINGS SALT & VINEGAR PERDUE and DESIGN	77/052956	11/29/2006
Perdue Holdings, Inc.	U.S.A.	CAFE PERDUE	78/858629	4/11/2006
Perdue Holdings, Inc.	U.S.A.	CAFÉ PERDUE	77/355769	12/19/2007
Perdue Holdings, Inc.	U.S.A.	CAPITAL OF GREAT TASTE	77/015582	10/6/2006
Perdue Holdings, Inc.	Aruba	CHEF'S CHOICE	IM-080411.35	4/11/2008
Perdue Holdings, Inc.	U.S.A.	COOKIN' GOOD CHICK'N QUICK	78/845071	3/24/2006
Perdue Holdings, Inc.	U.S.A.	COOKIN' GOOD EXPRESS	78/864525	4/19/2006
Perdue Holdings, Inc.	U.S.A.	DELI SET-UPS	76/587309	4/19/2004
Perdue Holdings	U.S.A.	DELMARVA SENSORY	77/431603	3/26/2008
Perdue Holdings	U.S.A.	DELMARVA SENSORY	77/431632	3/26/2008

Credit Party	Country	Mark	Serial No.	Filing Date
Perdue Holdings, Inc.	U.S.A.	FLAVOR BITES	77/431853	3/26/2008
Perdue Holdings, Inc.	U.S.A.	HARVESTLAND PURELY ALL-NATURAL and Design	77/020358	10/13/2006
Perdue Holdings, Inc.	U.S.A.	HEALTHY DECISIONS	78/712556	9/14/2005
Perdue Holdings, Inc.	U.S.A.	IN SEPARATE FRESH-SEALED POUCHES	78/934454	7/21/2006
Perdue Holdings, Inc.	U.S.A.	IONOGRO	78/833305	3/9/2006
Perdue Holdings, Inc.	U.S.A.	IT'S HIP TO BE FIT! PERDUE HEALTH IMPROVEMENT PROGRAM	78/741940	10/27/2005
Perdue Holdings, Inc.	U.S.A.	IT'S HIP TO BE FIT! PERDUE HEALTH IMPROVEMENT PROGRAM and Design	78/743490	10/31/2005
Perdue Holdings, Inc.	U.S.A.	KICK 'N CHICKEN	77/279512	9/14/2007
Perdue Holdings, Inc.	U.S.A.	MEAL TIME STARTERS (ribbon design)	78/905628	6/12/2006
Perdue Holdings, Inc.	U.S.A.	MICRO QUICK	78/660460	6/29/2005
Perdue Holdings, Inc.	U.S.A.	NOTHING EVER ADDED	77/225425	7/10/2007
Perdue Holdings, Inc.	U.S.A.	OVEN READY ROASTER	77/268005	8/30/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE	78/794477	1/19/2006
Perdue Holdings, Inc.	Argentina	PERDUE	2710364	10/27/2006
Perdue Holdings, Inc.	Venezuela	PERDUE	2006-22040	9/29/2006
Perdue Holdings, Inc.	China P.R.	PERDUE	6257256	9/3/2007

Credit Party	Country	Mark	Serial No.	Filing Date
Perdue Holdings, Inc.	Nicaragua	PERDUE	200801162	3/28/2008
Perdue Holdings, Inc.	Argentina	PERDUE and Design	2709711	10/24/2006
Perdue Holdings, Inc.	Venezuela	PERDUE and Design	2006-22039	9/26/2006
Perdue Holdings, Inc.	Nicaragua	PERDUE and Design	200801163	3/28/2008
Perdue Holdings, Inc.	Brazil	PERDUE and Wing Tag Design	826.872.492	9/1/2004
Perdue Holdings, Inc.	U.S.A.	PERDUE BIOENERGY	78/916734	6/26/2006
Perdue Holdings, Inc.	U.S.A.	PERDUE BOARDWALK WINGS	77/019376	10/12/2006
Perdue Holdings, Inc.	U.S.A.	PERDUE HEALTHWORKS	78/783932	1/3/2006
Perdue Holdings, Inc.	U.S.A.	PERDUE INDIVIDUALLY FROZEN	77/310170	10/22/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE MARKETPLACE	77/117008	2/27/2007
Perdue Holdings, Inc.	Bermuda	PERDUE MEAL TIME STARTERS and Design	47455	11/15/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE OVEN READY and Design	77/404977	2/25/2008
Perdue Holdings, Inc.	U.S.A.	PERDUE SALAD SENSATIONS	77/210562	6/20/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE SANDWICH BUILDERS and Design	77/279659	9/14/2007
Perdue Holdings, Inc.	Nicaragua	PERDUE SANDWICH BUILDERS and Design	2008-0988	3/13/2008
Perdue Holdings, Inc.	U.S.A.	PERDUE SNACK-ATIZERS	77/201050	6/8/2007

Credit Party	Country	Mark	Serial No.	Filing Date
Perdue Holdings, Inc.	U.S.A.	PERDUE STUFFED BITES	78/742391	10/28/2005
Perdue Holdings, Inc.	U.S.A.	PERDUE TO GO	77/154813	4/12/2007
Perdue Holdings, Inc.	U.S.A.	PERDUE ULTRA NATURAL	78/908748	6/15/2006
Perdue Holdings, Inc.	U.S.A.	PERDUE. WHERE THE GOOD CHICKEN COMES FROM.	78/827146	3/2/2006
Perdue Holdings, Inc.	U.S.A.	PERDUEMARKETPLACE.COM	77/249040	8/7/2007
Perdue Holdings, Inc.	U.S.A.	ROASTERPHOBIA	77/378471	1/23/2008
Perdue Holdings, Inc.	U.S.A.	ROASTERPHOBIC	77/378414	1/23/2008
Perdue Holdings, Inc.	U.S.A.	SANDWICH BUILDERS (DESIGN)	78/822406	2/24/2006
Perdue Holdings, Inc.	U.S.A.	SAUCE 'N TOSS	76/578859	3/3/2004
Perdue Holdings, Inc.	Philippines	SHENANDOAH	4-2008-000216	1/7/2008
Perdue Holdings, Inc.	China P.R.	SHENANDOAH	6375065	11/12/2007
Perdue Holdings, Inc.	U.S.A.	SHORT CUTS	78/912030	6/20/2006
Perdue Holdings, Inc.	U.S.A.	SHORT CUTS EXPRESS	78/705936	9/2/2005
Perdue Holdings, Inc.	U.S.A.	SIMPLE GOODNESS	77/334317	11/20/2007
Perdue Holdings, Inc.	U.S.A.	SIMPLY SAUTE	77/316576	10/30/2007
Perdue Holdings, Inc.	U.S.A.	SIMPLY SMART	77/229049	7/13/2007
Perdue Holdings, Inc.	U.S.A.	SMART LIVING	77/209357	6/19/2007

Credit Party	Country	Mark	Serial No.	Filing Date
Perdue Holdings, Inc.	U.S.A.	SMART SOLUTIONS	77/228875	7/13/2007
Perdue Holdings, Inc.	U.S.A.	SNACK-ATIZERS	78/704019	8/31/2005
Perdue Holdings, Inc.	U.S.A.	SURETUCK	78/961407	8/28/2006
Perdue Holdings, Inc.	U.S.A.	TENDER SELECT	78/494576	10/5/2004
Perdue Holdings, Inc.	U.S.A.	TENDEREXCELLENCE	77/118324	2/28/2007
Perdue Holdings, Inc.	U.S.A.	TENDERSNATURALLY	77/117134	2/27/2007
Perdue Holdings, Inc.	U.S.A.	THE CHICKEN EXPERTS	77/113968	2/22/2007
Perdue Holdings, Inc.	U.S.A.	THE CURE FOR ROASTERPHOBIA	77/378520	1/23/2008
Perdue Holdings, Inc.	U.S.A.	THE PERFECT 10	77/352432	12/14/2007
Perdue Holdings, Inc.	U.S.A.	TIME TRIMMERS	77/257783	8/17/2007
Perdue Holdings, Inc.	U.S.A.	UNA FAMILIA COMPROMETIDA CON LA CALIDAD DESDE 1920	78/931589	7/18/2006
Perdue Holdings, Inc.	U.S.A.	VEGETARIAN FED USDA PROCESS VERIFIED 100% FRESH CHICKEN and Design	77/020425	10/13/2006
Perdue Holdings, Inc.	U.S.A.	WE HARVEST GOODNESS	77/333823	11/20/2007
Perdue Holdings, Inc.	U.S.A.	WWW.PERDUEFOODSERVICE.CO M	78/827212	3/2/2006
Perdue Holdings, Inc.	U.S.A.	www.sandwichbuildersonline.com	78/829775	3/6/2006
Perdue Holdings, Inc.	U.S.A.	ZEST T BURGER	78/469296	8/18/2004

Trade Names

Perdue (Maryland Holding Company) Incorporated

Advantage Foods

Perdue Farms, Inc.

Gol-Pak

Shenandoah Foods

PACMA

Perdue Products Incorporated

Perdue Acquisition

PACMA

Trademark Licenses

Licensed Mark	Licensor	Licensee	Effective Date	Expiration Date	Royalties
All marks listed in this Schedule I that are owned by Grantor Perdue Holdings, Inc.	Perdue Holdings, Inc.	Perdue Farms Incorporated	1/1/1989 Exclusive	Automatically Renewed	0.0125 x Net Pounds Sold during each fiscal quarter.
CHEF'S CHOICE Reg. No. 1547565	Perdue Holdings, Inc. (by assignment)	Fleming Companies	1995 Exclusive	Continue so long as Fleming continues to use the mark, cessation for less than one year shall not end license	Royalty Free Perdue filed a cancellation of Fleming's trademark registration for CHEF'S CHOICE covering beef; Fleming assigned the registration to Perdue and received a license to use the mark.

Licensed Mark	Licensor	Licensee	Effective Date	Expiration Date	Royalties
FAMILY FEAST Reg. No. 1165713	Perdue Farms, Inc.	Tip Top Poultry, Inc.	12/3/2001 Non-Exclusive	Three years from effective date; Addendum signed 10/11/2007, making term perpetual	TTPI to pay \$2500 annually to Perdue. Perdue grants license to TTPI, Perdue retains ownership and use inures to Perdue's benefit.
CHEF READY	EI Jay Poultry Corp.	Perdue Holdings, Inc.	8/13/2001 Non-Exclusive	Renew annually	Perdue to pay \$5000, then \$1000 annually.