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
Golden Peanut Company, LLC		07/30/2008	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	7000 Central Parkway, NE
Internal Address:	Suite 600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1641756	ACCU-COUNT
Registration Number:	1481816	NEAT-N-SWEET
Registration Number:	1838804	AGTECH
Registration Number:	1888741	

CH $115.00 1641756

CORRESPONDENCE DATA

Fax Number: (205)244-5714
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 205-458-5284
Email: ivincent@burr.com
Correspondent Name: India E. Vincent, Esq.
Address Line 1: 420 North 20th Street
Address Line 2: Suite 3400
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER:	12063-80

NAME OF SUBMITTER:	India E. Vincent, Esq.
Signature:	/india e vincent/
Date:	08/15/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated July 30, 2008 is made by Golden Peanut Company, LLC, a Georgia limited liability company (the "**Grantor**"), in favor of Wells Fargo Bank, National Association, as administrative agent (the "**Agent**") for the Lenders and Secured Parties (as each term is defined in the Credit Agreement referred to below).

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with the Agent, the Lenders and other Lending Parties (as defined in the Credit Agreement) party thereto.

WHEREAS, as a condition precedent to the extension of credit by the Lending Parties under the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement dated of even date herewith made by the Grantor and certain of its subsidiaries to the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, each Trademark of the Grantor now held or hereafter acquired, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate 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 Agent for the ratable benefit of the Secured Parties a continuing security interest in all of such Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each U.S. Trademark owned by the Grantor, including, without limitation, each U.S. Trademark registration and application therefor, referred to in Schedule A hereto (*provided* that no security interest shall be granted in U.S. 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 application under applicable federal law), and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) 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, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect

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to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. *Security for Obligations*. The grant of continuing security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor, now or hereafter existing, 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 3. *Recordation*. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Section 4. *Execution in Counterparts*. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Grants, Rights and Remedies*. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto.

Section 6. *GOVERNING LAW*. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GOLDEN PEANUT COMPANY, LLC,
a Georgia limited liability company

By: _____(SEAL)
James W. Dorsett, President and Chief Executive Officer

By: _____(SEAL)
Frederick J. Holzgrefe, Vice President Chief Financial Officer

[*Signatures Continue on Following Page*]

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WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Mark D. Imig
Vice President

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Schedule A
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

USPTO Registration Numbers:

1641756
1693410
348648
1481816
1838804
1888741
1641757

RECORDED: 08/15/2008

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