

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Butterball, LLC		10/22/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal (Chicago Branch)		
<b>Street Address:</b>	115 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77124052	CAROLINA SELECTS	
Serial Number:	77202391	JUST PERFECT PREMIUM	
Serial Number:	77247442	TURKEYTALK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.com		
<b>Correspondent Name:</b>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	1640572		

**CH \$90.00 77124052**

NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	11/03/2008
Total Attachments: 5 source=2499712#page1.tif source=2499712#page2.tif source=2499712#page3.tif source=2499712#page4.tif source=2499712#page5.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 22nd day of October, 2008, BUTTERBALL, LLC, a North Carolina limited liability company ("*Debtor*") with its principal place of business and mailing address at One Butterball Lane, Garner, North Carolina 27529, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal (Chicago Branch), a bank chartered under the laws of Canada ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application, except to the extent that the granting of the security interest contemplated herein would result in the invalidation of any trademark, trademark registration or trademark application created under the laws of any jurisdiction other than the United States of America, any of its territories and possessions, the district of Columbia and any State of the United States of America; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

The Agent hereby agrees that in the absence of an Event of Default (as defined in the Security Agreement) the Agent will not record this Trademark Collateral Agreement with any trademark office other than the United States Patent and Trademark Office and any corresponding office of any territory or possession of the United States of America, the District of Columbia and any State of the United States of America.

[Signature page to follow]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BUTTERBALL, LLC

By Edward W. Kacsota  
Name EDWARD W. KACSOTA  
Title CFO

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL (CHICAGO BRANCH)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Butterball, LLC

Signature page to Trademark Collateral Agreement

**TRADEMARK**  
**REEL: 003881 FRAME: 0795**

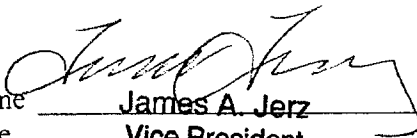
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BUTTERBALL, LLC

By  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL (CHICAGO BRANCH)

By   
Name James A. Jerz  
Title Vice President

Butterball, LLC

Signature page to Trademark Collateral Agreement

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**PENDING FEDERAL TRADEMARK APPLICATIONS**

<b>MARKS</b>	<b>SERIAL NO.</b>	<b>FILED</b>
CAROLINA SELECTS	77/124,052	03/07/2007
JUST PERFECT PREMIUM & Design	77/202,391	06/11/2007
TURKEYTALK	77/247,442	08/05/2007