

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Administrative Agent		10/24/2008	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Sigma Alimentos, S.A. de C.V.
<b>Street Address:</b>	Ave. Gomez Morin Sur No. 1111
<b>Internal Address:</b>	Col. Carrizalejo
<b>City:</b>	San Pedro Garza Garcia
<b>State/Country:</b>	MEXICO
<b>Entity Type:</b>	CORPORATION: MEXICO

<b>Name:</b>	Butterball, LLC
<b>Street Address:</b>	One Butterball Lane
<b>Internal Address:</b>	Atten: Edward W. Kacsuta
<b>City:</b>	Garner
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27529
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NORTH CAROLINA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1514742	LONGMONT
Registration Number:	1514743	L LONGMONT

**CORRESPONDENCE DATA**

Fax Number: (713)221-2185  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7132211377  
 Email: albert.kimball@bgllp.com

OP \$65.00 1514742

Correspondent Name: Albert B. Kimball, Jr.  
Address Line 1: 711 Louisiana St.  
Address Line 2: Suite 2300  
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER: 076287.009001

**DOMESTIC REPRESENTATIVE**

Name: Albert B. Kimball, Jr.  
Address Line 1: 711 Louisiana St.  
Address Line 2: Suite 2300  
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Albert B. Kimball, Jr.

Signature: /abk/

Date: 12/04/2008

**Total Attachments: 11**

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115 S. LaSalle Street - 12W  
Chicago, IL 60603

T 312-750-4300

October 27, 2008

Sigma Foods, Inc.  
Sigma Alimentos, S.A. de C.V.  
c/o ALFA, S.A.B. de C.V.  
Ave. Gómez Morín Sur No. 1111,  
Col. Carrizalejo  
San Pedro Garza García  
N.L. México, 66250

Re: Asset Purchase Agreement dated as of October 24, 2008 with  
Butterball, LLC

Gentlemen:

The undersigned, Bank of Montreal, as administrative agent (the "*Administrative Agent*"), has a security interest in all of the Acquired Assets, as defined in the Asset Purchase Agreement dated as of October 24, 2008 (the "*Purchase Agreement*") by and among Butterball, LLC ("*Seller*") and Sigma Foods, Inc. and Sigma Alimentos, S.A. de C.V. (collectively, the "*Buyer*"). We hereby agree with you that upon our receipt from you by Federal Reserve Wire transfer to Harris N.A., Chicago, IL (ABA 071000288, Further credit to Bank of Montreal, Chicago branch, Account: 183-320-1, Ref: Butterball, LLC) of an amount not less than \$1,000,000 (the "*Purchase Price*") all of the Administrative Agent's security interests in the Acquired Assets shall automatically terminate without further action of any party and the Buyer shall be authorized and entitled to file a UCC-3 amendment in the form attached to this letter as Exhibit A and a Partial Release and Reassignment of Trademarks in the form attached to this letter as Exhibit B to evidence the release of our security interest in the Acquired Assets.

This letter shall not become effective unless it is signed by the Seller in the space provided below for that purpose.

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1640572

Harris N.A.

TRADEMARK  
REEL: 003897 FRAME: 0981

Sigma Foods, Inc.  
Sigma Alimentos, S.A. de C.V.  
October 24, 2008  
Page 2

This letter shall terminate if we have not received the Purchase Price as provided above by 3:00 p.m. (Chicago time) on October 31, 2008.

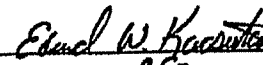
Very truly yours,

BANK OF MONTREAL, as Administrative Agent

By   
Its James A. Jerz  
Vice President

Accepted and Agreed:

BUTTERBALL, LLC

By   
Its CFO

**EXHIBIT A**  
**FORM OF UCC-3 RELEASE**

**(see attached)**

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20060096310J	10/4/06	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
Butterball, LLC

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

See Exhibit A attached hereto and made a part hereof.

**THIS IS A PARTIAL RELEASE ONLY; EXCEPT AS TO THE COLLATERAL SPECIFICALLY RELEASED HEREBY, THE SECURITY INTEREST PERFECTED BY THE ORIGINAL FINANCING STATEMENT CONTINUES IN FULL FORCE AND EFFECT TO THE SAME EXTENT AS IF THIS STATEMENT HAD NOT BEEN FILED.**

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
Bank of Montreal, Chicago Branch, as Agent

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA  
To be filed with the North Carolina Secretary of State Add'l Pages: 5

**EXHIBIT A**  
**To the UCC Financing Statement**  
**with**  
**Butterball, LLC as Debtor and**  
**Bank of Montreal, Chicago Branch as Secured Party**

Description of collateral deleted:

(a) All of the Debtor's federal registered, state registered, common law and other Trademarks (defined below) that include or are otherwise comprised by the name "Longmont" (the "Longmont Marks"), including those Trademarks identified on Schedule 1 attached to this Exhibit A;

(b) All of the other Intellectual Property (defined below) of the Debtor created, developed, maintained, collected or used by Debtor exclusively in connection with Debtor's manufacturing, marketing, distribution and sales of processed turkey meat products offered under the Longmont Marks;

(c) The manufacturing equipment, machinery, supplies, tools and/or fixtures of Debtor identified on Schedule 2 attached to this Exhibit A (the "Equipment"); and

(d) All warranties, representations and guarantees made by manufacturers or other third parties with respect to the Equipment.

"Trademarks" means all trademarks, trade names, service marks, trade dress, logos, designs, whether registered or unregistered, and all trademark applications associated therewith, including those listed on Schedule 1 attached to this Exhibit A, all the goodwill appurtenant thereto, and all applications, registrations, renewals in connection therewith and all tangible embodiments thereof and any rights arising out of any of the foregoing.

"Intellectual Property" means each of the following: (a) all Trademarks and domain names, (b) all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith, (c) all trade secrets and confidential business information (including ideas, research and development, know-how, processes, technical data, designs, drawings, specifications, customer and supplier lists, vendor information, customer-related information and files, price lists and other pricing and cost information, business and marketing plans and proposals and all promotional and advertising materials), (d) all other proprietary rights, and (e) all copies and tangible embodiments thereof (in whatever form or medium).

**SCHEDULE 2**  
**TO THE UCC FINANCING STATEMENT**  
**WITH BUTTERBALL, LLC, AS DEBTOR**  
**AND BANK OF MONTREAL, CHICAGO BRANCH, AS SECURED PARTY**

REGISTERED LONGMONT MARKS

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Costa Rica	LONGMONT	2000-2681	04/04/2000	123252	12/06/2000
Dominican Republic	LONGMONT	200002621	04/26/2000	113814	09/15/2000
El Salvador	LONGMONT	012001015472	06/25/2001	54/148	01/14/2002
Guatemala	LONGMONT	M-2904-2000	04/12/2000	108291	11/24/2000
Honduras	LONGMONT	5994/2000	04/17/2000	80719	02/20/2001
Mexico	LONGMONT	35741	12/29/1987	353553	10/04/1988
Panama	LONGMONT	107515	05/24/2000	107515 01	04/18/2001
Russian Federation	LONGMONT	95711248	10/06/1995	148894	12/30/1996
Taiwan	LONGMONT	80039797	09/02/1991	558297	05/01/1992
Trinidad & Tobago	LONGMONT	30599	04/05/2000	30599	09/27/2001
United States	LONGMONT	73/700,206	12/10/1987	1,514,742	11/29/1988

United States	(L LONGMONT & Design)	73/700,209	12/10/1987	1,514,743	11/29/1988
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**SCHEDULE 2**  
**TO THE UCC FINANCING STATEMENT**  
**WITH BUTTERBALL, LLC, AS DEBTOR**  
**AND BANK OF MONTREAL, CHICAGO BRANCH, AS SECURED PARTY**

**EQUIPMENT**

DESCRIPTION	OEM Manuals?	Written PMs?	Date of Last Factory Rebuild
FRIESEN VAT DUMPER & SURGE HOPPER	NA	YES	NA
FRANK MIXER	NO	YES	NA
AMFEC VACUM STUFFER	YES	YES	NA
BUSCH PUMP RCO250	YES - GENERAL	YES	NA
COZZINI MILL - 901 FROM U14	YES	YES	NA
COZZINI DUAL HOPPER	NA	YES	NA
COZZINI PUMP HOUSING - WAUKESHA	NA	YES	NA
2 TOWNSEND NL-17 SMART LINKERS	YES	YES	NA
SMOKEMATIC CABINETS - 2	YES	YES	NA
20 FRANK RACKS - STAINLESS STEEL	NA	YES	NA
TOWNSEND FRANK PEELERS - 3	YES	YES	NA
4 BECKER VACUUM BLOWERS FOR FRANK PEELER	YES - GENERAL	YES	NA
FRANK PEELER VACCUM SYSTEM	NO	YES	NA
DRAKE 1800 LOADER (FP)	YES	YES	NA
MULTIVAC R530 (FP)	YES	YES	NA
GREYDON CODE DATER	YES	YES	NA
BUSCH PUMP MOD 630	YES	YES	NA
HI-SPEED CHECKWEIGHER	YES	YES	NA
SAFELINE PIPELINE METAL DETECTOR PL75-3"	YES	YES	NA
REBUILT COMBI CASE ERECTOR	YES	YES	Complete in 2002
3-M TAPING EQUIPMENT	YES	YES	NA
MARSH PRINTER	YES - GENERAL	YES	NA

**EXHIBIT B**

**FORM OF PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS**

(see attached)

**PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS**

THIS PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS dated October 27, 2008, by Bank of Montreal (Chicago Branch), (the "Secured Party");

**WITNESSETH:**

WHEREAS, the Secured Party, and Butterball, LLC, a North Carolina Limited Liability Company (the "Debtor") are parties to a certain Trademark Collateral Agreement which was recorded in the United States Trademark and Trademark Office (the "Assignment"), pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark applications, and trademark licenses listed therein; and

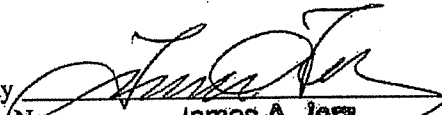
WHEREAS, the Debtor has requested that the Secured Party release from the Assignment filed with the United States Trademark and Trademark Office the trademarks as set forth on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby releases the (i) Released Trademarks (the "Released Trademarks") from the Assignment, (ii) all goodwill of the business connected with the use of and symbolized by each of the Released Trademarks, and (iii) all products and proceeds of the foregoing, including without limitation any claim by the Debtor against third parties for past, present or future infringement or dilution of any Related Trademark or injury to the goodwill associated with any Released Trademark, and, to the extent necessary to more fully evidence the release of the Released Trademarks, reassigns, grants, and conveys to the current owners of record, the Released Trademarks, without any representation, warranty, recourse, or undertaking by the Secured Party, of all of its right, title, and interest, if any, in and to the Released Trademarks.

IN WITNESS WHEREOF, the Secured Party has caused this Partial Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

THIS IS A PARTIAL RELEASE ONLY; EXCEPT AS TO THE TRADEMARKS SPECIFICALLY RELEASED HEREBY, THE SECURITY INTEREST PERFECTED BY THE 2006 AGREEMENT IN EACH AND EVERY OTHER TRADEMARK CONTINUES IN FULL FORCE AND EFFECT TO THE SAME EXTENT AS IF THIS PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS HAD NOT BEEN FILED.

BANK OF MONTREAL (CHICAGO BRANCH)

By   
Name James A. Jerz  
Title Vice President

**EXHIBIT A  
TO  
PARTIAL RELEASE AND REASSIGNMENT OF TRADEMARKS**

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Costa Rica	LONGMONT	2000-2681	04/04/2000	123252	12/06/2000
Dominican Republic	LONGMONT	200002621	04/26/2000	113814	09/15/2000
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Panama	LONGMONT	107515	05/24/2000	107515.01	04/18/2001
Russian Federation	LONGMONT	95711248	10/06/1995	148894	12/30/1996
Taiwan	LONGMONT	80039797	09/02/1991	558297	05/01/1992
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United States	(L LONGMONT & Design)	73/700,209	12/10/1987	1,514,743	11/29/1988
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Execution Version

**RECEIPT**

Reference is hereby made to that certain Asset Purchase Agreement, entered into as of October 29, 2008 (the "Purchase Agreement"), by and among Butterball, LLC, a limited liability company organized and existing under the laws of the State of North Carolina ("Seller") and Sigma Foods, Inc., a corporation organized and existing under the laws of the State of Delaware and Sigma Alimentos, S.A. de C.V., a sociedad anonima de capital variable, organized and existing under the laws of Mexico (together, the "Buyer").

Seller hereby acknowledges receipt from Buyer on October 30, 2008 of \$2,000,000 by Federal Reserve Wire Transfer to Harris N.A., Chicago, IL (Reference ABA# 071000288 for credit to Bank of Montreal, Chicago Branch, account number 183-320-1, reference Butterball, LLC), which represents the immediately available funds due simultaneous with the execution of the Purchase Agreement pursuant to Section 2.4(a) of the Purchase Agreement.

BUTTERBALL, LLC

By: *Edward W. Kasota*  
Name: *Edward W. Kasota*  
Title: *CEO*  
Date: *10-30-08*

PPAB 1482017v2