

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Bank, National Association		12/12/2008	Natioal Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Clovervale Farms, Inc.
Street Address:	1833 Cooper Foster Pk Rd.
City:	Amerherst
State/Country:	OHIO
Postal Code:	44001
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1170448	
Registration Number:	1945308	CLOVERVALE FOODS
Registration Number:	2436897	VINNIE'S ITALIAN ICE
Registration Number:	2550953	MIDGET DIDGITS
Registration Number:	2646513	CIRCUS CRITTERS
Registration Number:	2505538	DINO CRITTERS
Registration Number:	2437031	BEAR TRAP
Registration Number:	2663004	BARNYARD CRITTERS
Registration Number:	2666690	CHEF'S PANTRY
Registration Number:	2691096	CHEF'S PANTRY
Serial Number:	78170207	VINNIE'S PBJ
Registration Number:	2887814	CLOVERVALE FARMS
Registration Number:	2901797	AUNTIE MAE'S
Registration Number:	3099429	PB JAMWICH

TRADEMARK

CH \$365.00 1170448

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212)735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom

Address Line 1: Four Times Square

Address Line 2: Attn: Jennifer Ward, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	010020/44
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	12/18/2008

Total Attachments: 5

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**RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Release*") dated December 12, 2008, is made by **Wachovia Bank, National Association**, as collateral agent (the "*Collateral Agent*"), on behalf of itself and the Secured Parties (as defined in the Credit Agreement referred to below) in favor of **Cloversdale Farms, Inc.** (the "*Grantor*").

WHEREAS, Pierre Foods, Inc., (as surviving entity of the Merger), a North Carolina corporation, 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 or the Security Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons 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*").

WHEREAS, under the terms of the Security Agreement and that certain Intellectual Property Security Agreement, dated August 21, 2006, among the Grantor and certain other Persons and the Collateral Agent (the "*IP Security Agreement*"), the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor.

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office on April 23, 2008, at Reel 003765/Frame 0147.

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its security interest in such property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

SECTION 1. Release. The Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates, releases, and discharges its security interest in, and re-conveys, transfers, assigns and set over to the Grantor all of their right, title or interest the following:

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B 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*");

(iii) the copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing (as applicable), 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;

(v) 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

(vi) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first above written.

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By Katherine A. Harkness

Name:

Title:

Katherine A. Harkness
Managing Director

TRADEMARK

REEL: 003906 FRAME: 0413

SCHEDULE A

Domain Names and Trademarks

II. Domain Names and Trademarks

Grantor	Domain Name/ Mark	Country	Serial No.	Filing Date	Registration No.	Registration Date
Clovervale Farms, Inc.	clovervale.com					5/22/1997
Clovervale Foods, Inc.	chefs-pantry.com					5/22/1997
Clovervale Farms, Inc. *	AUNTIE MAE'S	USA	78/322,280	11/3/2003	2,901,397	11/9/2004
Clovervale Farms, Inc.	BARNYARD CRITTERS	USA	76/375,351	2/27/2002	2,663,004	12/17/2002
Clovervale Farms, Inc.	BEAR TRAP	USA	76/006,367	3/22/2000	2,437,931	3/20/2001
Clovervale Farms, Inc.	CHEF'S PANTRY	USA	78/115,660	3/18/2002	2,668,690	12/24/2002
Clovervale Farms, Inc.	CHEF'S PANTRY and Design	USA	78/126,537	5/6/2002	2,691,096	2/25/2003
Clovervale Farms, Inc.	CIRCUS CRITTERS	USA	76/008,558	3/22/2000	2,646,513	11/5/2002
Clovervale Farms, Inc.	CLOVERVALE FARMS	USA	78/240,180	4/21/2003	2,887,814	9/21/2004
Clovervale Farms, Inc.	CLOVERVALE FOODS	USA	74/579,386	9/24/1994	1,945,308	1/2/1996
Clovervale Farms, Inc.	DINO CRITTERS	USA	76/006,559	3/22/2000	2,505,538	11/6/2001
Clovervale Farms, Inc.	MIDGET DIDDITS	USA	76/006,557	3/22/2000	2,550,953	3/19/2002
Clovervale Farms, Inc. *	PB JAMWICH	USA	78/576,673	2/28/2002	3,099,429	5/30/2006
Clovervale Farms, Inc.	VINNIE'S ITALIAN ICE and Design	USA	75/926,387	2/28/2000	2,436,897	7/20/2001
Clovervale Farms, Inc.	Design of woman ringing bell	USA	73/207,360	3/15/1979	1,170,448	9/22/1981

*Currently registered in name of Clovervale Foods, Inc., a former corporate name of Clovervale Farms, Inc. Appropriate name change will be filed.

Pending U.S. Trademark Applications.

Grantor	Trademark	Status	Serial No.	Filing Date
Clovervale Farms, Inc.	VINNIE'S PBJ	Allowed	78/170,207	10/02/2002

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Clovervale Farms, Inc. has the following registered domain names:

www.clovervale.com

www.chefs-pantry.com (inactive)

III. Trade Names

Name	Charter / Registration Number	Filing Location	Filing Date	Expiration Date
Clovervale Foods, Inc.	1489723	Ohio Secretary of State	9/3/2003	9/3/2008

NY10003910718.00

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