

**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
Wachovia Bank, National Association		12/12/2008	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Pierre Foods, Inc.
<b>Street Address:</b>	9990 Princeton Road
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45246
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA

<b>Name:</b>	Zartic, LLC
<b>Street Address:</b>	9990 Princeton Road
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45246
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	847940	SHURTENDA
Registration Number:	875265	ZARTIC
Registration Number:	1341236	MOM 'N' POP'S
Registration Number:	1554935	FRENCH TOAST BOAT
Registration Number:	1883072	FRYZ
Registration Number:	2125738	ZARTIC
Registration Number:	2132637	Z-BIRD
Registration Number:	2130583	WING DEMONS

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Registration Number:	2178630	Z-BEST BIRD YOU CAN SERVE
Registration Number:	2205437	ZARTRAN
Registration Number:	2359046	SAFE QUICK VERSATILE
Registration Number:	2178646	SQV
Registration Number:	2187937	Z BIRD
Registration Number:	2261726	FASTBITES
Registration Number:	2345081	HAM N GO
Registration Number:	2819007	Z CARE
Registration Number:	2820805	Z CARE
Registration Number:	2944429	SHOOTERZ
Registration Number:	2779423	Z VITTLE BUNS
Registration Number:	2834189	Z
Registration Number:	2834190	WING DEMONS HOT 'N SPICY
Registration Number:	2938702	SCRAMBLEZ
Registration Number:	2996498	RUSSLER
Registration Number:	2918684	RANCHMEN'S
Registration Number:	3363145	PIERRE SIGNATURES
Registration Number:	3160338	OUTRAGEOUS ANGUS
Registration Number:	3392829	YUKON GRILL
Registration Number:	3455277	BUFFALOADED
Registration Number:	3320050	MERCATO GRILLE
Registration Number:	3353485	MERCATO GRILLE
Serial Number:	77125215	RESPONSE FOOD LABS
Serial Number:	77259901	DELI GRILLERS
Serial Number:	77278963	PIERRE GRILLERS
Serial Number:	77479079	BIG AZ
Serial Number:	77479096	HOT DIGGITY SUBS
Serial Number:	77479104	BIG A
Serial Number:	77479116	EL PUESTO DE PEDRO
Serial Number:	78484117	ABSOLUTE ANGUS
Serial Number:	78484125	ABSOLUTE ANGUS
Serial Number:	78600213	
Serial Number:	78600229	
Serial Number:	78630895	BUFFALOADED

**CORRESPONDENCE DATA**

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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 **Pierre Foods, Inc.** and **Zartic, LLC** (collectively, the "**Grantors**").

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 Grantors and certain other Persons executed and delivered that certain Security Agreement dated June 30, 2004 made by the Grantors 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 June 5, 2008, among the Grantors and certain other Persons and the Collateral Agent (the "**IP Security Agreement**"), the Grantors 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 Grantors.

WHEREAS, the IP Security Agreement was recorded with the U.S. Patent and Trademark Office on June 6, 2008, at Reel 003791/Frame 0855.

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 Grantors 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 *Katharine A. Harkness*

Name:

Title:

**Katharine A. Harkness**  
**Managing Director**

TRADEMARK

REEL: 003906 FRAME: 0460

Schedule ATrademark and Service Mark Registrations

Mark Name	Reference #	Country	Status	Application #	Filing Date	Registration	Reg. Date	Owner Name
ABSOLUTE ANGUS	026721-2061US68US	US	ALLOWED	78/484,125	9/15/2004			PIERRE FOODS, INC.
ABSOLUTE ANGUS	026721-2061US88	US	ALLOWED	78/484,117	9/15/2004			PIERRE FOODS, INC.
BIG A	026721-2061US128	US	PENDING	77/479,104	5/20/2008			PIERRE FOODS, INC.
BIG AZ	026721-2061US125	US	PENDING	77/479,079	5/20/2008			PIERRE FOODS, INC.
BUFFALOADED	026721-2061US68	US	ALLOWED	78/630,895	5/16/2005			PIERRE FOODS, INC.
BUFFALOADED	026721-2061US67	US	ALLOWED	78/630,890	3/16/2005			PIERRE FOODS, INC.
CHEF LOGO BLACK DESIGN	026721-2061US1	US	ALLOWED	78/600,213	4/1/2005			PIERRE FOODS, INC.
CHEF LOGO RED DESIGN	026721-2061US2US	US	PENDING	78/600,229	4/1/2005			PIERRE FOODS, INC.
EL PUESTO DE PEDRO	026721-2061US129	US	PENDING	77/479,116	5/20/2008			PIERRE FOODS, INC.
DELI GRILLERS	026721-2061US18US	US	PENDING	77/259,901	8/20/2007			PIERRE FOODS, INC.
FASTBITES	026721-2026US126US	US	REGISTERED	75/513,223	7/6/1998	2,261,726	7/13/1999	PIERRE FOODS, INC.
FRENCH TOAST BOAT	026721-2061US107US	US	REGISTERED	73/766,865	12/3/1988	1,554,935	9/5/1989	PIERRE FOODS, INC.
HAM N GO and Design	026721-2061US94US	US	REGISTERED	75/641,478	3/18/1999	2,345,081	6/25/2000	PIERRE FOODS, INC.
HOT DIGGITY SUBS	026721-2061US127	US	PENDING	77/479,096	5/20/2008			PIERRE FOODS, INC.
MERCATO GRILLE	026721-2061US3US	US	REGISTERED	78/634,277	5/20/2005	3,320,090	10/23/2007	PIERRE FOODS, INC.
MERCATO GRILLE (and design)	026721-2061US4US	US	REGISTERED	78/632,426	6/16/2005	3,333,483	12/11/2007	PIERRE FOODS, INC.
MOM N' POP'S	026721-2061US103US	US	REGISTERED	73/455,993	12/7/1983	1,341,236	6/11/1985	PIERRE FOODS, INC.
OUTRAGEOUS ANGUS	026721-2061US117US	US	REGISTERED	78/525,726	12/2/2004	3,160,338	10/17/2006	PIERRE FOODS, INC.
PIERRE FROZEN FOODS (AND DESIGN)	026721-2061MX1	MX	PENDING	90273	6/27/1990			PIERRE FOODS, INC.
PIERRE GRILLERS	026721-2061US64US	US	PENDING	77/278,963	9/13/2007			PIERRE FOODS, INC.
PIERRE SIGNATURES	026721-2061US63US	US	REGISTERED	78/484,654	9/16/2004	3,363,145	1/1/2008	PIERRE FOODS, INC.
RESPONSE FOOD LABS	026721-2061US19US	US	PENDING	77/125,215	3/8/2007			PIERRE FOODS, INC.

Pierre Foods Security Agreement

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Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Reg. Date	Owner Name
RIB-B-Q	026721-2061CA2CA	CA	REGISTERED	494965	11/17/1982	TMA305055	7/19/1985	PIERRE FOODS, INC.
RIB-B-Q & Design	026721-2061CA3CA	CA	REGISTERED	494966	11/17/1982	TMA305056	7/19/1985	PIERRE FOODS, INC.
YUKON GRILL	026721-2061US83US	US	REGISTERED	76/525,759	12/2/2004	3,392,829	3/4/2008	PIERRE FOODS, INC.
FRYZ (Stylized)	026721-2061US93US	US	REGISTERED	74/412,548	7/15/1995	1,883,072	3/7/1995	PIERRE FOODS, INC.
RANCHMEN'S	026721-2061US45US	US	REGISTERED	76/571,313	1/22/2004	2,918,684	1/18/2005	ZARTIC, LLC
RUSSLER	026721-2061US50US	US	REGISTERED	76/568,743	1/7/2004	2,996,498	9/20/2005	ZARTIC, LLC
SAFE QUICK VERSATILE	026721-2061US43US	US	REGISTERED	75/358,226	9/17/1997	2,359,048	6/20/2000	ZARTIC, LLC
SCRAMBLEZ	026721-2061US48US	US	REGISTERED	76/545,876	9/15/2003	2,938,702	4/5/2005	ZARTIC, LLC
SHOOTERZ	026721-2061US49US	US	REGISTERED	76/454,943	9/25/2002	2,944,429	4/26/2005	ZARTIC, LLC
SHURTENDA & Design	026721-2061US26	US	REGISTERED	72/190,291	4/3/1964	847,940	4/23/1968	ZARTIC, LLC
SQV	026721-2061US32US	US	REGISTERED	75/358,227	9/17/1997	2,178,646	8/4/1998	ZARTIC, LLC
WING DEMONS	026721-2061US25	US	REGISTERED	75/243,661	2/18/1997	2,130,583	1/20/1998	ZARTIC, LLC
WING DEMONS HOT 'N SPICY & Design	026721-2061US48US	US	REGISTERED	76/527,711	7/3/2003	2,834,190	4/20/2004	ZARTIC, LLC
Z & Bear Design	026721-2061US47US	US	REGISTERED	76/527,710	7/3/2003	2,834,189	4/20/2004	ZARTIC, LLC
Z CARE	026721-2061US41US	US	REGISTERED	76/454,871	9/26/2002	2,819,007	3/2/2004	ZARTIC, LLC
Z CARE & Design	026721-2061US42US	US	REGISTERED	76/454,872	9/26/2002	2,820,805	3/9/2004	ZARTIC, LLC
Z VITTLE BUNS	026721-2061US38	US	REGISTERED	76/480,795	1/6/2003	2,779,425	11/4/2003	ZARTIC, LLC
ZARTIC	026721-2061US22	US	REGISTERED	75/243,028	2/18/1997	2,325,738	12/30/1997	ZARTIC, LLC
ZARTIC & Design	026721-2061US37US	US	REGISTERED	72/302,445	7/10/1968	875,265	8/19/1969	ZARTIC, LLC
ZARTRAN	026721-2061US35US	US	REGISTERED	75/353,782	9/8/1997	2,205,437	11/24/1998	ZARTIC, LLC
Z-BEST BIRD YOU CAN SERVE	026721-2061US30US	US	REGISTERED	75/352,839	9/8/1997	2,178,650	8/4/1998	ZARTIC, LLC
Z-BIRD	026721-2061US25	US	REGISTERED	75/243,660	2/18/1997	2,132,637	1/27/1998	ZARTIC, LLC
Z-BIRD & Design	026721-2061US34US	US	REGISTERED	75/386,792	11/7/1997	2,187,937	9/8/1998	ZARTIC, LLC

Pierre Foods Security Agreement

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