

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PF Holdings, Inc.	FORMERLY Pierre Foods, Inc.	12/12/2008	CORPORATION: NORTH CAROLINA
Clovervale Farms, Inc.		12/12/2008	CORPORATION: OHIO
Fresh Foods Properties, LLC		12/12/2008	LIMITED LIABILITY COMPANY: OHIO
Zartic, LLC		12/12/2008	LIMITED LIABILITY COMPANY: OHIO

RECEIVING PARTY DATA

Name:	OCM POF IV PF, L.P., as Agent for the Lender Group
Street Address:	333 South Grand Ave., 28th Floor
Internal Address:	C/O Oaktree Capital Management, LLC
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 112

Property Type	Number	Word Mark
Serial Number:	78484125	ABSOLUTE ANGUS
Serial Number:	78484117	ABSOLUTE ANGUS
Serial Number:	77479104	BIG A
Serial Number:	77479079	BIG AZ
Registration Number:	2614772	BIG AZ
Registration Number:	2005805	BREAKFAST ON THE GO!
Registration Number:	2849785	BUBBA TWINS
Registration Number:	3455277	BUFFALOADED
Registration Number:	2426560	CAFETERIA ADVENTURES

CH \$2815.00 78484125

Serial Number:	78600213	
Serial Number:	78600229	
Registration Number:	2544625	CHIX-B-Q
Registration Number:	2510217	CHIX-B-Q
Registration Number:	2529860	CHOP HOUSE
Registration Number:	2561735	CHOP HOUSE
Serial Number:	77593332	CLASSIC KETTLE CREATIONS
Serial Number:	77593370	CLASSIC KETTLE KREATIONS
Registration Number:	1331238	COMMODITY MAGIC
Registration Number:	2614524	DELI BREAK
Registration Number:	3067446	DELITE BITES
Registration Number:	1912699	DINE 'N WITH
Serial Number:	77479116	EL PUESTO DE PEDRO
Registration Number:	2052455	FAST CHOICE
Registration Number:	2261726	FASTBITES
Registration Number:	1554935	FRENCH TOAST BOAT
Registration Number:	1626155	FRENCH TOAST BOAT
Registration Number:	2112383	GLOBAL GRILL
Registration Number:	1121101	GOLDDIGGER
Registration Number:	2273614	H.E.L.P.S. HEALTHCARE ENTREE LOW PREP SELECTIONS
Registration Number:	2345081	HAM N GO
Registration Number:	2485773	HEARTHSIDE SELECT
Serial Number:	77479096	HOT DIGGITY SUBS
Serial Number:	77593410	KETTLE CREATIONS
Serial Number:	77593379	KETTLE KREATIONS
Registration Number:	1677773	LEAN MAGIC
Registration Number:	1517327	LIKE MOM'S
Registration Number:	1917400	LINK-N-DOG
Registration Number:	2525981	MAIN STREET DINER
Registration Number:	3320050	MERCATO GRILLE
Registration Number:	3353485	MERCATO GRILLE
Registration Number:	1505035	MICRO-WICHES
Registration Number:	3160338	OUTRAGEOUS ANGUS
Registration Number:	2784407	PIERRE CREATIONS
Serial Number:	77278963	PIERRE GRILLERS

Registration Number:	2016292	PIERRE MAIN STREET DINER
Registration Number:	2437502	PIERRE SELECT
Registration Number:	3363145	PIERRE SIGNATURES
Registration Number:	1642199	PIZZA PARLOR SANDWICH
Registration Number:	2330338	PROUD TO SERVE
Registration Number:	2327379	PROUD TO SERVE
Registration Number:	2327377	PROUD TO SERVE AMERICA'S HEROS
Serial Number:	77125215	RESPONSE FOOD LABS
Registration Number:	2319248	RIB NIBBLERS
Registration Number:	1598832	RIB-B-Q
Registration Number:	1257730	RIB-B-Q
Registration Number:	1276424	RIB.B.Q
Registration Number:	2132710	RIB-B-Q
Registration Number:	1928706	SAUS-A-RAGE
Registration Number:	2322506	SELECT RECIPE
Registration Number:	2302272	SHOESTRINGS
Registration Number:	2954775	SMOKIE GRILL
Registration Number:	1599764	TWO-FERS
Registration Number:	1505013	TWO-FERS
Registration Number:	1781595	WONDERBITES
Registration Number:	3392829	YUKON GRILL
Registration Number:	2901797	AUNTIE MAE'S
Registration Number:	2663004	BARNYARD CRITTERS
Registration Number:	2666690	CHEF'S PANTRY
Registration Number:	2691096	CHEF'S PANTRY
Registration Number:	2887814	CLOVERVALE FARMS
Registration Number:	1170448	
Registration Number:	2505538	DINO CRITTERS
Registration Number:	3099429	PB JAMWICH
Registration Number:	1341236	MOM 'N' POP'S
Registration Number:	1071065	MOM 'N' POP'S
Registration Number:	1095364	MOM 'N' POP'S
Registration Number:	2178629	BAR-Z-QUE
Registration Number:	2520479	CHEF ROYALE
Registration Number:	1545900	CHIC-N VITTLES

Registration Number:	2291869	CIRCLE Z
Registration Number:	1393615	CRISPY STEAK
Registration Number:	2812397	ENTREE LEGENDS
Registration Number:	2892829	ENTREE LEGENDS
Registration Number:	2173119	FRYZ
Registration Number:	1883072	FRYZ
Registration Number:	767262	H HI-BRAND
Registration Number:	2371412	HEAVENLY WINGS
Registration Number:	801032	HENDERSON'S PORTION PAK
Registration Number:	805677	HI-BRAND
Registration Number:	2130582	HONEY HUGGED
Registration Number:	2180724	JIM'S COUNTRY MILL SAUSAGE
Registration Number:	2178628	MEATS THAT MAKE MENUS
Registration Number:	3034011	QUICKSTEAKZ
Registration Number:	2918684	RANCHMEN'S
Registration Number:	2171440	ROCKIN' ROASTED
Registration Number:	2996498	RUSSLER
Registration Number:	2359046	SAFE QUICK VERSATILE
Registration Number:	2938702	SCRAMBLEZ
Registration Number:	2944429	SHOOTERZ
Registration Number:	2178646	SQV
Registration Number:	2130583	WING DEMONS
Registration Number:	2834190	WING DEMONS HOT 'N SPICY
Registration Number:	2834189	Z
Registration Number:	2819007	Z CARE
Registration Number:	2820805	Z CARE
Registration Number:	2779423	Z VITTLE BUNS
Registration Number:	2125738	ZARTIC
Registration Number:	875265	ZARTIC
Registration Number:	2205437	ZARTRAN
Registration Number:	2178630	Z-BEST BIRD YOU CAN SERVE
Registration Number:	2132637	Z-BIRD
Registration Number:	2187937	Z BIRD

CORRESPONDENCE DATA

TRADEMARK
REEL: 003913 FRAME: 0611

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:	01/06/2009

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of December, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and OCM PO F IV PF, L.P., in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Subordinated Second Lien Loan Agreement dated as December 12, 2008 (as amended, restated, supplemented, modified, renewed or extended from time to time, the "Loan Agreement") among PF Holdings, Inc. (to be renamed Pierre Foods, Inc.), a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in order to induce the Lender Group to enter into the Loan Agreement and the other Loan Documents and to induce the Lender Group to make financial accommodations to Borrower as provided for in the Loan Agreement, Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral, in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Second Lien Security Agreement dated as of December 12, 2008 among the Grantors and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group, to secure the Secured Obligations, a continuing second priority security interest (referred to in this Patent Security Agreement as the "Security Interest") in such Grantor's right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's rights corresponding thereto throughout the world, and (vi) all of each Grantor's rights corresponding thereto throughout the world; and

(b) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR OBLIGATIONS. The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration after the date hereof as required by the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

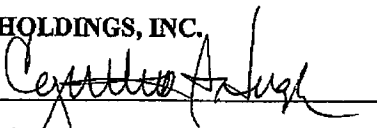
9. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or"

has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PF HOLDINGS, INC.

By: 

Name: _____

Title: _____

CLOVERVALE FARMS, INC.

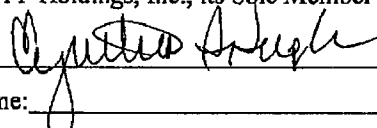
By: 

Name: _____

Title: _____

FRESH FOODS PROPERTIES, LLC

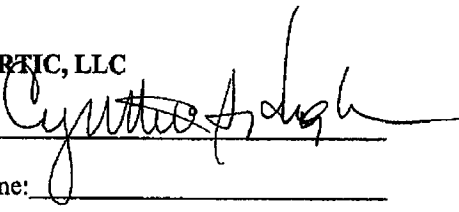
By: PF Holdings, Inc., its Sole Member

By: 

Name: _____

Title: _____

ZARTIC, LLC

By: 

Name: _____

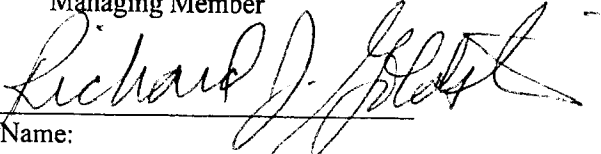
Title: _____

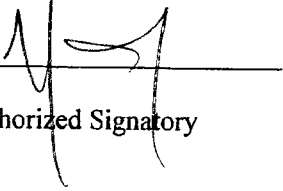
ACCEPTED AND ACKNOWLEDGED BY:

OCM POF IV PF, L.P., as Agent

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: 
Name: _____
Title: Authorized Signatory

By: 
Name: _____
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Registration Date	Owner Name
ABSOLUTE ANGUS	026721-2061US66	US	ALLOWED	78/484,125	9/15/2004			PF HOLDINGS, INC.
ABSOLUTE ANGUS	026721-2061US80	US	ALLOWED	78/484,117	9/15/2004			PF HOLDINGS, INC.
BIG A	026721-2061US128	US	PENDING	77/479,104	5/20/2008			PF HOLDINGS, INC.
BIG AZ	026721-2061US125	US	PENDING	77/479,079	5/20/2008			PF HOLDINGS, INC.
BIG AZ	026721-2061US104	US	REGISTERED	76/254,000	5/08/2001	2,614,772	9/03/2002	PF HOLDINGS, INC.
BREAKFAST ON THE GO (AND DESIGN)	026721-2061US122	US	REGISTERED	74/695,460	6/30/1995	2,005,805	10/08/1996	PF HOLDINGS, INC.
BUBBA TWINS	026721-2061US102	US	REGISTERED	78/233,281	4/02/2003	2,849,785	6/01/2004	PF HOLDINGS, INC.
BUFFALOADED	026721-2061US67	US	REGISTERED	78/630,890	5/16/2005	3,455,277	6/24/2008	PF HOLDINGS, INC.
CAFETERIA ADVENTURES	026721-2061US101	US	REGISTERED	75/816,574	10/06/1999	2,426,560	2/06/2001	PF HOLDINGS, INC.
CHEF LOGO BLACK DESIGN	026721-2061US1	US	ALLOWED	78/600,213	4/1/2005			PF HOLDINGS, INC.
CHEF LOGO RED DESIGN	026721-2061US2US	US	PENDING	78/600,229	4/1/2005			PF HOLDINGS, INC.
CHIX-B-Q	026721-2061US69	US	REGISTERED	76/210,949	2/15/2001	2,544,625	3/05/2002	PF HOLDINGS, INC.
CHIX-B-Q	026721-2061US70	US	REGISTERED	76/210,948	2/15/2001	2,510,217	11/20/2001	PF HOLDINGS, INC.
CHOP HOUSE	026721-2061US100	US	REGISTERED	76/272,195	6/15/2001	2,529,860	1/15/2002	PF HOLDINGS, INC.
CHOP HOUSE	026721-2061US99	US	REGISTERED	76/272,440	6/15/2001	2,561,735	4/16/2002	PF HOLDINGS, INC.
CLASSIC KETTLE CREATIONS	026271-2061US130	US	PENDING	77/593,332	10/15/2008			PF HOLDINGS, INC.
CLASSIC KETTLE KREATIONS	026721-2061US131	US	PENDING	77/593,370	10/15/2008			PF HOLDINGS, INC.
COMMODITY MAGIC	026721-2061US98	US	REGISTERED	73/496,943	8/29/1984	1,331,238	4/16/1985	PF HOLDINGS, INC.
DELI BREAK	026721-2061US105	US	REGISTERED	76/211,365	2/15/2001	2,614,524	9/03/2002	PF HOLDINGS, INC.
DELITE BITES	026721-2061US97	US	REGISTERED	78/372,280	2/23/2004	3,067,446	3/14/2006	PF HOLDINGS, INC.
DINE 'N WITH	026721-2061US106	US	REGISTERED	74/507,554	3/31/1994	1,912,699	8/15/1995	PF HOLDINGS, INC.
EL PUESTO DE PEDRO	026721-2061US129	US	PENDING	77/479,116	5/20/2008			PF HOLDINGS, INC.
FAST CHOICE	026721-2061US73	US	REGISTERED	75/076,168	3/21/1996	2,052,455	4/15/1997	PF HOLDINGS, INC.
FASTBITES	026721-2026US126	US	REGISTERED	75/513,223	7/06/1998	2,261,726	7/13/1999	PF HOLDINGS, INC.

Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Registration Date	Owner Name
FRENCH TOAST BOAT	026721-2061US107	US	REGISTERED	73/766,865	12/3/1988	1,554,935	9/5/1989	PF HOLDINGS, INC.
FRENCH TOAST BOAT (AND DESIGN)	026721-2061US108	US	REGISTERED	73/774,889	1/17/1989	1,626,155	12/04/1990	PF HOLDINGS, INC.
GLOBAL GRILL	026721-2061US74	US	REGISTERED	75/208,171	12/04/1996	2,112,383	11/11/1997	PF HOLDINGS, INC.
GOLDDIGGER	026721-2061US120	US	REGISTERED	73/173,253	6/05/1978	1,121,101	6/26/1979	PF HOLDINGS, INC.
H.E.L.P.S. HEALTHCARE ENTREE LOW PREP SELECTIONS	026721-2061US92	US	REGISTERED	75/392,520	11/19/1997	2,273,614	8/31/1999	PF HOLDINGS
HAM N GO (AND DESIGN)	026721-2061US94	US	REGISTERED	75/641,478	2/18/1999	2,345,081	4/25/2000	PF HOLDINGS, INC.
HEARTHESIDE SELECT	026721-2061US75	US	REGISTERED	75/676,610	4/07/1999	2,485,773	9/04/2001	PF HOLDINGS, INC.
HOT DIGGITY SUBS	026721-2061US127	US	PENDING	77/479,096	5/20/2008			PF HOLDINGS, INC.
KETTLE CREATIONS	026721-2061US133	US	PENDING	77/593,410	10/15/2008			PF HOLDINGS, INC.
KETTLE CREATIONS	026721-2061US132	US	PENDING	77/593,379	10/15/2008			PF HOLDINGS, INC.
LEAN MAGIC	026721-2061US111	US	REGISTERED	74/140,493	2/19/1991	1,677,773	3/03/1992	PF HOLDINGS, INC.
LIKE MOM'S (AND DESIGN)	026721-2061US112	US	REGISTERED	73/720,859	4/01/1988	1,517,327	12/20/1988	PF HOLDINGS, INC.
LINK-N-DOG	026721-2061US113	US	REGISTERED	74/507,074	3/30/1994	1,917,400	9/05/1995	PF HOLDINGS, INC.
MAIN STREET DINER	026721-2061US76	US	REGISTERED	75/928,450	2/25/2000	2,525,981	1/01/2002	PF HOLDINGS, INC.
MERCATO GRILLE	026721-2061US3	US	REGISTERED	78/634,277	5/20/2005	3,320,050	10/23/2007	PF HOLDINGS, INC.
MERCATO GRILLE (AND DESIGN)	026721-2061US4	US	REGISTERED	78/652,426	6/16/2005	3,353,485	12/11/2007	PF HOLDINGS, INC.
MICRO-WICHES	026721-2061US114	US	REGISTERED	73/703,228	12/28/1987	1,505,035	9/20/1988	PF HOLDINGS, INC.
OUTRAGEOUS ANGUS	026721-2061US117	US	REGISTERED	78/525,726	12/2/2004	3,160,338	10/17/2006	PF HOLDINGS, INC.
PIERRE CREATIONS	026721-2061US60	US	REGISTERED	78/195,712	12/18/2002	2,784,407	11/18/2003	PF HOLDINGS, INC.
PIERRE GRILLERS	026721-2061US64	US	PENDING	77/278,963	9/13/2007			PF HOLDINGS, INC.
PIERRE MAIN STREET DINER	026721-2061US62	US	REGISTERED	74/613,401	12/20/1994	2,016,292	11/12/1996	PF HOLDINGS, INC.
PIERRE SELECT	026721-2061US59	US	REGISTERED	75/617,209	1/08/1999	2,437,502	3/20/2001	PF HOLDINGS, INC.
PIERRE SIGNATURES	026721-2061US63	US	REGISTERED	78/484,654	9/16/2004	3,363,145	1/01/2008	PF HOLDINGS, INC.
PIZZA PARLOR SANDWICH	026721-2061US115	US	REGISTERED	74/058,325	5/14/1990	1,642,199	4/23/1991	PF HOLDINGS, INC.
PROUD TO SERVE	026721-2061US123	US	REGISTERED	75/597,580	12/01/1998	2,330,338	3/14/2000	PF HOLDINGS, INC.
PROUD TO SERVE	026721-2061US110	US	REGISTERED	75/597,581	12/01/1998	2,327,379	3/07/2000	PF HOLDINGS, INC.

Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Registration Date	Owner Name
PROUD TO SERVE AMERICA'S HEROS	026721-2061US109	US	REGISTERED	75/591,729	11/10/1998	2,327,377	3/07/2000	PF HOLDINGS, INC.
RESPONSE FOOD LABS	026721-2061US19	US	PENDING	77/125,215	3/8/2007			PF HOLDINGS, INC.
RIB NIBBLERS	026721-2061US95	US	REGISTERED	75/641,477	2/18/1999	2,319,248	2/15/2000	PF HOLDINGS, INC.
RIB-B-Q	026721-2061CA2	CA	REGISTERED	494965	11/17/1982	TMA305055	7/19/1985	PF HOLDINGS, INC.
RIB-B-Q	026721-2061US119	US	REGISTERED	73/822,522	8/30/1989	1,598,832	5/29/1990	PF HOLDINGS, INC.
RIB-B-Q	026721-2061US116	US	REGISTERED	73/373,463	7/07/1982	1,257,730	11/15/1983	PF HOLDINGS, INC.
RIB-B-Q (AND DESIGN)	026721-2061CA3	CA	REGISTERED	494966	11/17/1982	TMA305056	7/19/1985	PF HOLDINGS, INC.
RIB-B-Q (AND DESIGN)	026721-2061JP1	JP	REGISTERED	H01-034095	3/28/1989	2482479	11/30/1992	PF HOLDINGS, INC.
RIB-B-Q (AND DESIGN)	026721-2061US121	US	REGISTERED	73/400,038	10/14/1982	1,276,424	5/01/1984	PF HOLDINGS, INC.
RIB-B-Q (AND DESIGN)	026721-2061US87	US	REGISTERED	75/252,821	3/06/1997	2,132,710	1/27/1998	PF HOLDINGS, INC.
SAUS-A-RAGE	026721-2061US88	US	REGISTERED	74/507,127	3/30/1994	1,928,706	10/17/1995	PF HOLDINGS, INC.
SELECT RECIPE	026721-2061US93	US	REGISTERED	75/610,898	12/23/1998	2,322,506	2/22/2000	PF HOLDINGS, INC.
SHOESTRINGS	026721-2061US96	US	REGISTERED	75/641,476	2/18/1999	2,302,272	12/21/1999	PF HOLDINGS, INC.
SMOKIE GRILL	026721-2061US118	US	REGISTERED	78/290,290	8/21/2003	2,954,775	5/24/2005	PF HOLDINGS, INC.
TWO-FERS	026721-2061US90	US	REGISTERED	73/822,571	8/30/1989	1,599,764	6/05/1990	PF HOLDINGS, INC.
TWO-FERS	026721-2061US89	US	REGISTERED	73/690,934	10/22/1987	1,505,013	9/20/1988	PF HOLDINGS, INC.
WONDERBITES	026721-2061US91	US	REGISTERED	74/291,428	7/06/1992	1,781,595	7/13/1993	PF HOLDINGS, INC.
YUKON GRILL	026721-2061US83	US	REGISTERED	78/525,759	12/2/2004	3,392,829	3/4/2008	PF HOLDINGS, INC.
AUNTIE MAE'S	026721-2061US5	US	REGISTERED	78/322,280	11/3/2003	2,901,797	11/9/2004	CLOVERVALE FARMS, INC.
BARNYARD CRITTERS		US	REGISTERED	76/375,351	2/27/2002	2,663,004	12/17/2002	CLOVERVALE FARMS, INC.
CHEF'S PANTRY	026721-2061US9	US	REGISTERED	78/115,660	3/18/2002	2,666,690	12/24/2002	CLOVERVALE FARMS, INC.
CHEF'S PANTRY AND DESIGN	026721-2061US10	US	REGISTERED	78/126,537	5/6/2002	2,691,096	2/25/2003	CLOVERVALE FARMS, INC.
COVERVALE FARMS	026721-2061US12	US	REGISTERED	78/240,100	4/21/2003	2,887,814	9/21/2004	CLOVERVALE FARMS, INC.
DESIGN OF WOMAN RINGING BELL	026721-2061US17	US	REGISTERED	73/207,480	3/15/1979	1,170,448	9/22/1981	CLOVERVALE FARMS, INC.
DINO CRITTERS	026721-2061US14	US	REGISTERED	76/006,559	3/22/2000	2,505,538	11/6/2001	CLOVERVALE FARMS, INC.
PB JAMWICH	026721-2061US6	US	REGISTERED	78/576,673	2/28/2005	3,099,429	5/30/2006	CLOVERVALE FARMS, INC.
MOM 'N' POP'S	026721-2061US103	US	REGISTERED	73/455,993	12/7/1983	1,341,236	6/11/1985	FRESH FOODS PROPERTIES,

Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Registration Date	Owner Name
								LLC
MOM 'N' POP'S	026721-2061US78	US	REGISTERED	73/102,602	10/08/1976	1,071,065	8/09/1977	FRESH FOODS PROPERTIES, LLC
MOM 'N' POP'S (AND DESIGN)	026721-2061US124	US	REGISTERED	73/121,892	4/07/1977	1,095,364	7/04/1978	FRESH FOODS PROPERTIES, LLC
BAR-Z-QUE		US	REGISTERED	75/352,838	9/8/1997	2,178,629	8/4/1998	ZARTIC, LLC
CHEF ROYALE	026721-2061US21	US	REGISTERED	75/431,528	2/10/1998	2,520,479	12/18/2001	ZARTIC, LLC
CHIC-N VITTLES	026721-2061US36	US	REGISTERED	73/703,237	12/28/1987	1,545,900	6/27/1989	ZARTIC, LLC
CIRCLE Z	026721-2061US39	US	REGISTERED	75/243,649	2/18/1997	2,291,869	11/16/1999	ZARTIC, LLC
CRISPY STEAK	026721-2061US56	US	REGISTERED	73/497,636	9/4/1984	1,393,615	5/13/1986	ZARTIC, LLC
ENTREE LEGENDS	026721-2061US40	US	REGISTERED	76/454,483	9/24/2002	2,812,397	2/10/2004	ZARTIC, LLC
ENTRÉE LEGENDS	026721-2061US44	US	REGISTERED	76/532,542	7/25/2003	2,892,829	10/12/2004	ZARTIC, LLC
FRYZ	026721-2061US28	US	REGISTERED	75/343,005	8/18/1997	2,173,119	7/14/1998	ZARTIC, LLC
FRYZ (LOGO)	026721-2061US53	US	REGISTERED	74/412,548	7/15/1993	1,883,072	3/7/1995	ZARTIC, LLC
FRYZ (STYLIZED)	026721-2061CA1	Canada	REGISTERED	777783	3/14/1995	TMA510017	3/25/1999	ZARTIC, LLC
H HI-BRAND (AND DESIGN)	026721-2061US52	US	REGISTERED	72/168,487	5/09/1963	767,262	3/24/1964	ZARTIC, LLC
HEAVENLY WINGS	026721-2061US57	US	REGISTERED	75/240,005	2/11/1997	2,371,412	7/25/2000	ZARTIC, LLC
HENDERSON'S PORTION PAK	026721-2061US54	US	REGISTERED	72/202,079	9/17/1964	801,032	12/28/1965	ZARTIC, LLC
HI-BRAND AND DESIGN	026721-2061US55	US	REGISTERED	72/191,841	4/23/1964	805,677	3/15/1966	ZARTIC, LLC
HONEY HUGGED	026721-2061US24	US	REGISTERED	75/243,648	2/18/1997	2,130,582	1/20/1998	ZARTIC, LLC
JIM'S COUNTRY MILL SAUSAGE	026721-2061US33	US	REGISTERED	75/352,835	9/8/1997	2,180,724	8/11/1998	ZARTIC, LLC
MEATS THAT MAKE MENUS	026721-2061US29	US	REGISTERED	75/352,834	9/8/1997	2,178,628	8/4/1998	ZARTIC, LLC
QUICKSTEAKZ	026721-2061US51	US	REGISTERED	76/620,038	11/10/2004	3,034,011	12/27/2005	ZARTIC, LLC
RANCHMEN'S	026721-2061US45	US	REGISTERED	76/571,313	1/22/2004	2,918,684	1/18/2005	ZARTIC, LLC
ROCKIN' ROASTED	026721-2061US27	US	REGISTERED	75/343,011	8/18/1997	2,171,440	7/7/1998	ZARTIC, LLC
RUSSLER	026721-2061US50	US	REGISTERED	76/568,743	1/7/2004	2,996,498	9/20/2005	ZARTIC, LLC
SAFE QUICK VERSATILE	026721-2061US43	US	REGISTERED	75/358,226	9/17/1997	2,359,046	6/20/2000	ZARTIC, LLC
SCRAMBLEZ	026721-2061US46	US	REGISTERED	76/545,076	9/15/2003	2,938,702	4/5/2005	ZARTIC, LLC
SHOOTERZ	026721-2061US49	US	REGISTERED	76/454,943	9/25/2002	2,944,429	4/26/2005	ZARTIC, LLC
SQV	026721-2061US32	US	REGISTERED	75/358,227	9/17/1997	2,178,646	8/4/1998	ZARTIC, LLC
WING DEMONS	026721-	US	REGISTERED	75/243,661	2/18/1997	2,130,583	1/20/1998	ZARTIC, LLC

Mark Name	Reference #	Country ID	Status	Application #	File Date	Registration #	Registration Date	Owner Name
	2061US23							
WING DEMONS HOT 'N SPICY (AND DESIGN)	026721- 2061US48	US	REGISTERED	76/527,711	7/3/2003	2,834,190	4/20/2004	ZARTIC, LLC
Z (AND BEAR DESIGN)	026721- 2061US47	US	REGISTERED	76/527,710	7/3/2003	2,834,189	4/20/2004	ZARTIC, LLC
Z CARE	026721- 2061US41	US	REGISTERED	76/454,871	9/26/2002	2,819,007	3/2/2004	ZARTIC, LLC
Z CARE (AND DESIGN)	026721- 2061US42	US	REGISTERED	76/454,872	9/26/2002	2,820,805	3/9/2004	ZARTIC, LLC
Z VITTLE BUNS	026721- 2061US38	US	REGISTERED	76/480,793	1/6/2003	2,779,423	11/4/2003	ZARTIC, LLC
ZARTIC	026721- 2061US22	US	REGISTERED	75/243,028	2/18/1997	2,125,738	12/30/1997	ZARTIC, LLC
ZARTIC (LOGO)	026721- 2061US37	US	REGISTERED	72/302,445	7/10/1968	875,265	8/19/1969	ZARTIC, LLC
ZARTRAN	026721- 2061US35	US	REGISTERED	75/353,782	9/8/1997	2,205,437	11/24/1998	ZARTIC, LLC
Z-BEST BIRD YOU CAN SERVE	026721- 2061US30	US	REGISTERED	75/352,839	9/8/1997	2,178,630	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 (AND LOGO DESIGN)	026721- 2061US34	US	REGISTERED	75/386,792	11/7/1997	2,187,937	9/8/1998	ZARTIC, LLC