

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sigma Alimentos SA de CV		12/10/2008	CORPORATION: MEXICO
Sigma Foods, Inc.		12/10/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Butterball, LLC		
Street Address:	One Butterball Lane		
City:	Garner		
State/Country:	NORTH CAROLINA		
Postal Code:	27529		
Entity Type:	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:	(202)585-0042		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2025085862		
Email:	tsiddiqui@kilpatrickstockton.com		
Correspondent Name:	T. Siddiqui - Kilpatrick Stockton, LLP		
Address Line 1:	607 14th Street		
Address Line 2:	Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	57761/356675		
NAME OF SUBMITTER:	Tracie R. Siddiqui		

OP \$65.00 1514742

Signature:

/Tracie R. Siddiqui/

Date:

02/27/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Security Agreement") is made and entered into as of December 10, 2008 by and among Butterball, LLC, a limited liability company organized and existing under the laws of the State of North Carolina ("Secured Party"), Sigma Foods, Inc., a corporation organized and existing under the laws of the State of Delaware ("Sigma") and Sigma Alimentos, S.A. de C.V., a sociedad anonima de capital variable, organized and existing under the laws of Mexico ("Sigma Alimentos," and collectively with Sigma, the "Debtor") (Debtor and Secured Party are collectively referred to as "Parties").

BACKGROUND

A. Debtor and Secured Party entered into an Asset Purchase Agreement dated October 29, 2008 (the "Asset Purchase Agreement"), and Sigma Alimentos and Secured Party entered into a Guarantee Agreement dated October 30, 2008 (the "Guarantee Agreement").

B. In order to induce Secured Party to execute and deliver the Asset Purchase Agreement, Debtor agreed to execute and deliver to Secured Party such further documents as may be necessary to perfect Secured Party's security interest in the Longmont Marks (as hereinafter defined) granted in the Asset Purchase Agreement. This Security Agreement, covering the Longmont Marks, is being executed pursuant to Section 2.8(b) of the Asset Purchase Agreement under which Secured Party is granted, *inter alia*, a continuing first priority security interest in and to the Longmont Marks and all of the goodwill symbolized thereby, and any proceeds of the Longmont Marks, specifically excluding any revenues generated by the sale of products using the Longmont Marks.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Asset Purchase Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

(a) "Acquired Assets" shall have the meaning assigned to it in Section 2.1 of the Asset Purchase Agreement;

(b) "Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

(c) "Co-Pack Agreement" shall be the Co-Packing Agreement for Longmont Products executed on October 30, 2008 by and between Secured Party and Sigma.

(d) "Guaranteed Obligations" shall have the meaning assigned to it in Article 2.01 of the Guarantee Agreement;

(e) "Interest" shall have the meaning assigned to it in Section 2.4 of the Asset Purchase Agreement;

(f) “Longmont Marks” shall have the meaning assigned to it in Section 2.1 of the Asset Purchase Agreement;

(g) “Purchase Price” shall have the meaning assigned to it in Section 2.4 of the Asset Purchase Agreement;

(h) “Trademarks” shall have the meaning assigned to it in Section 1.1 of the Asset Purchase Agreement.

2. Grant of Security Interest. As collateral security for the prompt payment of the Guaranteed Obligations, including the payment of the Purchase Price and all Interest for the Acquired Assets, Debtor hereby grants and conveys to Secured Party a continuing first priority security interest in and to: (a) the entire right, title and interest of Debtor in and to the Longmont Marks, including the trademark registrations and applications appurtenant thereto and set forth in Schedule A hereto, and in and to any and all new Trademarks, as provided in Paragraph 5 herein; (b) the goodwill of the business with which the Longmont Marks are associated; and (c) any and all proceeds of the Longmont Marks, including but not limited to any claim by Debtor against any third-parties for damages by reason of past, present or future infringement of the Longmont Marks, or by reason of injury to the goodwill associated with the Longmont Marks, and specifically excluding any revenues generated by the sale of products using the Longmont Marks (collectively the “Collateral”).

3. Representations and Warranties. Debtor covenants and warrants that:

(a) Since the Longmont Marks have come into Debtor’s possession, custody or control, Debtor has not placed, permitted, or otherwise subjected the Longmont Marks (including any registrations and applications appurtenant thereto) to any liens, charges or encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons);

(b) Debtor has the right to enter into this Security Agreement and perform its terms;

(c) Debtor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Longmont Marks;

(d) To the extent such acts are not otherwise performed solely by Secured Party under the Co-Pack Agreement, Debtor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its marketing, distribution and manufacture of products sold under the Longmont Marks; and

(e) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Longmont Marks (including any registration or application appurtenant thereto, and in any new Trademarks as addressed in Paragraph 5 below), without prior written consent of Secured Party.

4. Right of Inspection. During the period from the date hereof until the Guaranteed Obligations shall have been fully satisfied, Debtor hereby grants to Secured Party and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, store or distribute products sold under any of the Longmont Marks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Debtor shall use its reasonable best efforts to do any and all acts required by Secured Party to ensure Debtor's compliance with Paragraph 3(d) above.

5. New Trademarks. If, before the Guaranteed Obligations, including the payment of the Purchase Price and all Interest for the Acquired Assets, shall have been satisfied, Debtor acquires or files any additional registrations or applications which include or are otherwise comprised by the name "Longmont," Secured Party shall obtain a continuing first priority security interest in and to such new Trademarks of Debtor, the provisions of Paragraph 2 shall automatically apply thereto, and Debtor shall give Secured Party prompt written notice thereof. Debtor grants Secured Party a power-of-attorney, irrevocable so long as any of the Guaranteed Obligations remain unsatisfied, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Debtor covenants and agrees with Secured Party that from and after the date of this Security Agreement and until the Guaranteed Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Secured Party, Debtor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Secured Party may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby. Debtor also hereby authorizes Secured Party to file any such financing or continuation statement without the signature of Debtor to the extent permitted by applicable law. Debtor authorizes and requests that the Mexican Patent and Trademark Office (Instituto Mexicano de la Propiedad Industrial) and any other applicable office or agency in any domestic or foreign jurisdiction to record this Security Agreement.

(b) Maintenance of Longmont Marks. Debtor will not do any act, or omit to do any act, reasonably expected to cause the Longmont Marks or any registration or application appurtenant thereto (including any new marks as addressed in Paragraph 5 above), to become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Secured Party immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Debtor shall take appropriate action at its expense to halt the infringement of the Longmont Marks and shall properly exercise its duty to control the nature and quality of the goods offered under the Longmont Marks.

(c) Limitation of Liens on Longmont Marks. Debtor will not take any action reasonably expected to create, permit or suffer to exist, and will defend the Longmont Marks (including any registration or application appurtenant thereto, and any new marks as addressed in Paragraph 5 above), against and take such other reasonable action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to such trademarks, and registrations or

applications appurtenant thereto), and will defend the right, title and interest of Secured Party in and to the Collateral.

(d) Notices. Debtor will advise Secured Party promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Longmont Marks (including any registration or application appurtenant thereto, and any new marks as addressed in Paragraph 5 above), (ii) of any material change in the composition of the Longmont Marks, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the security interests created hereunder.

7. Secured Party's Appointment as Attorney-in-Fact.

(a) Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement. This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Debtor further agrees to execute any additional documents which Secured Party may require in order to confirm this power of attorney, or which Secured Party may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Debtor for any act or failure to act, except for its own gross negligence or willful misconduct.

8. Performance by Secured Party of Debtor's Obligations. If Debtor fails to perform or comply with any of the terms and conditions contained herein and Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such terms or conditions, the expenses of Secured Party incurred in connection with such performance or compliance shall be payable by Debtor to Secured Party on demand.

9. Remedies, Rights Upon Event of Default. In the event Debtor defaults and fails to make any payment to Secured Party as provided for in the Asset Purchase Agreement, and such failure remains uncured for a period of twenty (20) days after Debtor receives written notice from Secured Party of such default, Secured Party shall be entitled to, in addition to all other rights and remedies granted to it in the Guarantee Agreement, the Asset Purchase Agreement, or this Security Agreement, all rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Longmont Marks are insufficient to pay all amounts to which Secured Party is entitled. Debtor shall also be liable for the reasonable fees of any attorneys employed by Secured Party to collect any such deficiency and also as to any reasonable attorney's fees incurred by Secured Party with respect to the collection of any of the

Guaranteed Obligations and the enforcement of any of Secured Party's respective rights hereunder.

10. Termination. At such time as Debtor shall completely pay in full all of the Guaranteed Obligations, this Security Agreement shall terminate and Secured Party shall execute and deliver to Debtor all such releases, deeds, assignments and other instruments as may be necessary or proper under the circumstances.

11. Notices. Any notice to Secured Party shall be deemed to have been duly given when deposited in the manner as set forth in Paragraph 12.2 of the Asset Purchase Agreement.

12. No Waiver. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Guarantee Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Remedies. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Guarantee Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. Supremacy of Terms. To the extent that there is any inconsistency between the terms of this Security Agreement and the Asset Purchase Agreement or Guarantee Agreement, the terms of this Security Agreement shall govern.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as otherwise provided herein, this Security Agreement is subject to modification only by a writing signed by the Parties.


17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of North Carolina.


IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement under seal as of the day and year first above written.

DEBTORS:

Sigma Foods, Inc.

By: Felipe Canales 
Name: Felipe Canales
Title: Attorney-in-fact

Sigma Alimentos, S.A. de C.V.

By: Felipe Canales 
Name: Felipe Canales
Title: Attorney-in-fact

SECURED PARTY:


Butterball, LLC

By: Eduardo W. Kacsuta
Name: EDUARDO W. KACSUTA
Title: CFO

Schedule A

(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	 Longmont (L LONGMONT & Design)	73/700,209	12/10/1987	1,514,743	11/29/1988
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