## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT				

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PIERRE HOLDCO, INC.		09/30/2009	CORPORATION: DELAWARE
PIERRE FOODS, INC.		09/30/2009	CORPORATION: DELAWARE
CHEFS PANTRY, LLC		09/30/2009	LIMITED LIABILITY COMPANY: OHIO
CLOVERVALE FARMS, LLC		09/30/2009	LIMITED LIABILITY COMPANY: OHIO
CLOVERVALE TRANSPORTATION, LLC		09/30/2009	LIMITED LIABILITY COMPANY: OHIO
PIERRE REAL PROPERTY, LLC		09/30/2009	LIMITED LIABILITY COMPANY: OHIO
ZARTIC, LLC		09/30/2009	LIMITED LIABILITY COMPANY: OHIO
ZT DISTRIBUTION, LLC	FORMERLY ZAR TRAN, LLC	09/30/2009	LIMITED LIABILITY COMPANY: OHIO
ZARTIC REAL PROPERTY, LLC		09/30/2009	LIMITED LIABILITY COMPANY: OHIO
ZAR TRAN REAL PROPERTY, LLC		09/30/2009	LIMITED LIABILITY COMPANY: OHIO

#### **RECEIVING PARTY DATA**

Name:	WELLS FARGO FOOTHILL, LLC, as Agent			
Street Address:	Wells Fargo Foothill, LLC			
Internal Address:	One Boston Place, Suite 1800			
City:	Boston			
State/Country:	MASSACHUSETTS			
Postal Code: 02108				
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE				

PROPERTY NUMBERS Total: 101

Property Type	Number	Word Mark				

TRADEMARK " REEL: 004072 FRAME: 0093 3596508

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900144450

Registration Number:	3596508	ABSOLUTE ANGUS
Serial Number:	77479104	BIG A
Registration Number:	3566953	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
Registration Number:	3617542	
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
Registration Number:	1331238	COMMODITY MAGIC
Registration Number:	2614524	DELI BREAK
Registration Number:	3067446	DELITE BITES
Registration Number:	1912699	DINE 'N WITH
Registration Number:	3563785	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
Serial Number:	77809219	FRESH GRILLED TASTE. FAST!
Serial Number:	77809230	FRESH TASTE. FAST!
Serial Number:	77809241	FRESH TASTE. FAST!
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
Registration Number:	3563784	HOT DIGGITY SUBS
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:	1341236	MOM 'N' POP'S
Registration Number:	1071065	MOM 'N' POP'S
Registration Number:	1095364	MOM 'N' POP'S
Registration Number:	3160338	OUTRAGEOUS ANGUS
Registration Number:	2784407	PIERRE CREATIONS
Registration Number:	3623786	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
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:	2666690	CHEF'S PANTRY
Registration Number:	2691096	CHEF'S PANTRY
Registration Number:	2887814	CLOVERVALE FARMS
Registration Number:	1170448	
Registration Number:	2505538	DINO CRITTERS  TRADEMARK

Registration Number:	3099429	PB JAMWICH
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:	0767262	H HI-BRAND
Registration Number:	2371412	HEAVENLY WINGS
Registration Number:	0801032	HENDERSON'S PORTION PAK
Registration Number:	0805677	HI-BRAND
Registration Number:	2130582	HONEY HUGGED
Registration Number:	2180724	JIM'S COUNTRY MILL SAUSAGE
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:	2125738	ZARTIC
Registration Number:	0875265	ZARTIC
Registration Number:	2132637	Z-BIRD

### CORRESPONDENCE DATA

Fax Number: (213)627-0705

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

Phone: (213) 683-5627 Email: nancycheng@paulhastings.com Correspondent Name: Nancy Cheng Address Line 1: Paul, Hastings, Janofsky & Walker LLP Address Line 2: 515 S. Flower Street, 25th Floor Los Angeles, CALIFORNIA 90071 Address Line 4: ATTORNEY DOCKET NUMBER: WFF/PIERRE (45035-00318) NAME OF SUBMITTER: Nancy Cheng Signature: /Nancy Cheng/ Date: 10/01/2009 Total Attachments: 10 source=WFF\_Pierre Trademark Security Agreement#page1.tif source=WFF\_Pierre Trademark Security Agreement#page2.tif source=WFF\_Pierre Trademark Security Agreement#page3.tif source=WFF\_Pierre Trademark Security Agreement#page4.tif source=WFF\_Pierre Trademark Security Agreement#page5.tif source=WFF\_Pierre Trademark Security Agreement#page6.tif source=WFF\_Pierre Trademark Security Agreement#page7.tif

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#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 30th day of September, 2009, among Grantors listed on the signature pages hereof ("<u>Grantors</u>" and each, a "<u>Grantor</u>"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (together with its successors, the "<u>Agent</u>").

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 30, 2009 (as amended, restated, supplemented, modified, renewed or extended from time to time, the "<u>Credit Agreement</u>"), among **PIERRE FOODS, INC.**, a Delaware corporation, as borrower ("<u>Borrower</u>"), the lenders party thereto as "Lenders" ("<u>Lenders</u>"), 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 Credit Agreement and the other Loan Documents and to induce the Lender Group to make financial accommodations to Borrower as provided for in the Credit 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 Security Agreement, dated as of September 30, 2009, among the Grantors and 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 and the Bank Product Providers, 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. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit 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 and the Bank Product Providers, to secure the Secured Obligations, a continuing 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

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applications listed on <u>Schedule I</u>; (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. <u>SECURITY FOR OBLIGATIONS</u>. 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, the Bank Product Providers 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. <u>SECURITY AGREEMENT</u>. 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 and the Bank Product Providers, 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. 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 <u>Schedule I</u> to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>TERMINATION</u>. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.
- 7. <u>COUNTERPARTS</u>. 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.
- 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 Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. 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.
- 10. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[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.

**GRANTORS**:

PIERRE HOLDCO, INC.,

a Delaware corporation

Name:

PIERRE FOODS, INC., a Delaware corporation

By: Name:

Title:

CHEFS PANTRY, LLC,

an Ohio limited liability company

By:

Name:

Title:

CLOVERVALE FARMS, LLC, an Ohio limited liability company

CLOVERVALE TRANSPORTATION, LLC,

an Ohio limited liability company

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK** 

#### PIERRE REAL PROPERTY, LLC, an Ohio limited liability company

By: Pierre Foods, Inc., its member

By:

Name:

Title:

ZARTIC, LLC,

an Ohio limited liability company

By:

Name: Title:

ZT DISTRIBUTION, LLC (formerly known as Zar Tran,

LLC), an Ohio limited liability company

By:

Name:

Title: &

ZARTIC REAL PROPERTY, LLC,

an Ohio limited liability company

By: Zartic, LLC, its member

By: Name:

ZAR TRAN REAL PROPERTY, LLC,

an Ohio limited liability company

By: ZT Distribution, LLC, its member

By:

Name:

Title: 🗻

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK** 

AGENT:

WELLS FARGO FOOTHILL, LLC, a Delaware limited liability company

By:

Name: Samantha Alexander

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

### SCHEDULE I

to

### TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
ABSOLUTE	US	REGISTERED	29	78/484,117	9/15/2004	3,596,508	03/24/2009	PIERRE
ANGUS								FOODS, INC.
BIG A	US	PENDING	30	77/479,104	5/20/2008			PIERRE
								FOODS, INC.
BIG AZ	US	REGISTERED	30	77/479,079	5/20/2008	3,566,953	1/27/2009	PIERRE
								FOODS, INC.
BIG.AZ	US	REGISTERED	30	76/254,000	5/08/2001	2,614,772	9/03/2002	PIERRE
			1					FOODS, INC.
BREAKFAST ON	US	REGISTERED	30	74/695,460	6/30/1995	2,005,805	10/08/1996	PIERRE
THE GO (AND								FOODS, INC.
DESIGN)								
BUBBA TWINS	US	REGISTERED	30	78/233,281	4/02/2003	2,849,785	6/01/2004	PIERRE
								FOODS, INC.
BUFFALOADED	US	REGISTERED	29	78/630,890	5/16/2005	3,455,277	6/24/2008	PIERRE
•			].					FOODS, INC.
CAFETERIA	US	REGISTERED	42	75/816,574	10/06/1999	2,426,560	2/06/2001	PIERRE
ADVENTURES					1			FOODS, INC.
CHEF LOGO	US	REGISTERED	29, 30	78/600,213	4/1/2005	3,617,542	5/05/2009	PIERRE
BLACK DESIGN								FOODS, INC.
CHEF LOGO RED	US	PENDING	29, 30	78/600,229	4/1/2005			PIERRE
DESIGN								FOODS, INC.
CHIX-B-Q	US	REGISTERED	29	76/210,949	2/15/2001	2,544,625	3/05/2002	PIERRE
•				,		, ,		FOODS, INC.
CHIX-B-Q	us	REGISTERED	30	76/210,948	2/15/2001	2,510,217	11/20/2001	PIERRE
				,	1			FOODS, INC.
CHOP HOUSE	US	REGISTERED	29	76/272,195	6/15/2001	2,529,860	1/15/2002	PIERRE
						, ,	1	FOODS, INC.
CHOP HOUSE	US	REGISTERED	30	76/272,440	6/15/2001	2,561,735	4/16/2002	PIERRE
						,,,,,,		FOODS, INC.
COMMODITY	US	REGISTERED	35	73/496,943	8/29/1984	1,331,238	4/16/1985	PIERRE
MAGIC						, ,		FOODS, INC.
DELI BREAK	US	REGISTERED	30	76/211,365	2/15/2001	2,614,524	9/03/2002	PIERRE
				,,		-,,		FOODS, INC.
DELITE BITES	US	REGISTERED	29	78/372,280	2/23/2004	3,067,446	3/14/2006	PIERRE
	""			· · · · · - <b>,</b> - · · - <b>,</b>				FOODS, INC.
DINE 'N WITH	US	REGISTERED	30	74/507,554	3/31/1994	1,912,699	8/15/1995	PIERRE
				,		, ,		FOODS, INC.
EL PUESTO DE	US	REGISTERED	30	77/479,116	5/20/2008	3,563,785	1/20/2009	PIERRE
PEDRO				,				FOODS, INC.
FAST CHOICE	US	REGISTERED	30	75/076,168	3/21/1996	2,052,455	4/15/1997	PIERRE
17131 27727						.,,		FOODS, INC.
FASTBITES	US	REGISTERED	30	75/513,223	7/06/1998	2,261,726	7/13/1999	PIERRE
				•			1	FOODS, INC.
FRENCH TOAST	US	REGISTERED	30	73/766,865	12/2/1988	1,554,935	9/5/1989	PIERRE
BOAT						, , , ,		FOODS, INC.
FRENCH TOAST	US	REGISTERED	30	73/774,889	1/17/1989	1,626,155	12/04/1990	PIERRE
BOAT (AND				, ,		,		FOODS, INC.
DESIGN)			1					
FRESH GRILLED	US	PENDING	30	77/809,219	08/20/2009			PIERRE
TASTE. FAST!				, 3	1			FOODS, INC.
FRESH TASTE.	US	PENDING	29	77/809,230	08/20/2009	<del></del>	1	PIERRE
FAST!	55					*******	_	FOODS, INC.

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
FRESH TASTE. FAST!	US	PENDING	30	77/809,241	08/20/2009	windows		PIERRE FOODS, INC.
GLOBAL GRILL	US	REGISTERED	29	75/208,171	12/04/1996	2,112,383	11/11/1997	PIERRE FOODS, INC.
GOLDDIGGER	US	REGISTERED	29	73/173,253	6/05/1978	1,121,101	6/26/1979	PIERRE FOODS, INC.
H.E.L.P.S. HEALTHCARE ENTREE LOW PREP SELECTIONS	US	REGISTERED	29	75/392,520	11/19/1997	2,273,614	8/31/1999	PIERRE FOODS, INC.
HAM N GO (AND DESIGN)	US	REGISTERED	30	75/641,478	2/18/1999	2,345,081	4/25/2000	PIERRE FOODS, INC.
HEARTHSIDE SELECT	US	REGISTERED	30	75/676,610	4/07/1999	2,485,773	9/04/2001	PIERRE FOODS, INC.
HOT DIGGITY SUBS	US	REGISTERED	30	77/479,096	5/20/2008	3,563,784	1/20/2009	PIERRE FOODS, INC.
LEAN MAGIC	US	REGISTERED	29	74/140,493	2/19/1991	1,677,773	3/03/1992	PIERRE FOODS, INC.
LIKE MOM'S (AND DESIGN)	US	REGISTERED	29	73/720,859	4/01/1988	1,517,327	12/20/1988	PIERRE FOODS, INC.
LINK-N-DOG	US	REGISTERED	30	74/507,074	3/30/1994	1,917,400	9/05/1995	PIERRE FOODS, INC.
MAIN STREET DINER	US	REGISTERED	30	75/928,450	2/25/2000	2,525,981	1/01/2002	PIERRE FOODS, INC.
MERCATO GRILLE	US	REGISTERED	30	78/634,277	5/20/2005	3,320,050	10/23/2007	PIERRE FOODS, INC.
MERCATO GRILLE (AND COLOR DESIGN)	US	REGISTERED	30	78/652,426	6/16/2005	3,353,485	12/11/2007	PIERRE FOODS, INC.
MOM 'N' POP'S	US	REGISTERED	30	73/455,993	12/7/1983	1,341,236	6/11/1985	PIERRE FOODS, INC.
MOM 'N' POP'S	US	REGISTERED	29	73/102,602	10/08/1976	1,071,065	8/09/1977	PIERRE FOODS, INC.
MOM 'N' POP'S (AND DESIGN)	US	REGISTERED	29	73/121,892	4/07/1977	1,095,364	7/04/1978	PIERRE FOODS, INC.
OUTRAGEOUS ANGUS	US	REGISTERED	29	78/525,726	12/2/2004	3,160,338	10/17/2006	PIERRE FOODS, INC.
PIERRE	Mexico	REGISTERED	29	407758	6/27/1990	407758	6/27/1990	PIERRE FOODS, INC.
PIERRE CREATIONS	US	REGISTERED	30	78/195,712	12/18/2002	2,784,407	11/18/2003	PIERRE FOODS, INC.
PIERRE GRILLERS	US	REGISTERED	30	77/278,963	9/13/2007	3,623,786	5/19/2009	PIERRE FOODS, INC.
PIERRE MAIN STREET DINER	US	REGISTERED	29	74/613,401	12/20/1994	2,016,292	11/12/1996	PIERRE FOODS, INC.
PIERRE SELECT	US	REGISTERED	30	75/617,209	1/08/1999	2,437,502	3/20/2001	PIERRE FOODS, INC.
PIERRE SIGNATURES	US	REGISTERED	30	78/484,654	9/16/2004	3,363,145	1/01/2008	PIERRE FOODS, INC.
PIZZA PARLOR SANDWICH	US	REGISTERED	30	74/058,325	5/14/1990	1,642,199	4/23/1991	PIERRE FOODS, INC.
PROUD TO SERVE	US	REGISTERED	30	75/597,580	12/01/1998	2,330,338	3/14/2000	PIERRE FOODS, INC.
PROUD TO SERVE	US	REGISTERED	29	75/597,581	12/01/1998	2,327,379	3/07/2000	PIERRE FOODS, INC.

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
PROUD TO SERVE AMERICA'S	US	REGISTERED	30	75/591,729	11/10/1998	2,327,377	3/07/2000	PIERRE FOODS, INC.
HEROS								10020, 1110
RIB NIBBLERS	US	REGISTERED	29	75/641,477	2/18/1999	2,319,248	2/15/2000	PIERRE FOODS, INC.
RIB-B-Q	CA	REGISTERED	N/A	494965	11/17/1982	TMA305055	7/19/1985	PIERRE FOODS, INC.
RIB-B-Q	Mexico	REGISTERED	29	405803	5/27/1990	405803	5/27/1990	PIERRE FOODS, INC.
RIB-B-Q	US	REGISTERED	30	73/822,522	8/30/1989	1,598,832	5/29/1990	PIERRE FOODS, INC.
RIB-B-Q	US	REGISTERED	29	73/373,463	7/07/1982	1,257,730	11/15/1983	PIERRE FOODS, INC.
RIB-B-Q (AND DESIGN)	CA	REGISTERED	N/A	494966	11/17/1982	TMA305056	7/19/1985	PIERRE FOODS, INC.
RIB-B-Q (AND DESIGN)	π	REGISTERED	29	H01-034095	3/28/1989	2482479	11/30/1992	PIERRE FOODS, INC.
RIB-B-Q (AND DESIGN)	US	REGISTERED	29	73/400,038	10/14/1982	1,276,424	5/01/1984	PIERRE FOODS, INC.
RIB-B-Q (AND DESIGN)	US	REGISTERED	29	75/252,821	3/06/1997	2,132,710	1/27/1998	PIERRE FOODS, INC.
SAUS-A-RAGE	US	REGISTERED	30	74/507,127	3/30/1994	1,928,706	10/17/1995	PIERRE FOODS, INC.
SELECT RECIPE	US	REGISTERED	29	75/610,898	12/23/1998	2,322,506	2/22/2000	PIERRE FOODS, INC.
SHOESTRINGS	US	REGISTERED	29	75/641,476	2/18/1999	2,302,272	12/21/1999	PIERRE FOODS, INC.
SMOKIE GRILL	US	REGISTERED	29	78/290,290	8/21/2003	2,954,775	5/24/2005	PIERRE FOODS, INC.
TWO-FERS	US	REGISTERED	30	73/822,571	8/30/1989	1,599,764	6/05/1990	PIERRE FOODS, INC.
TWO-FERS	US	REGISTERED	29	73/690,934	10/22/1987	1,505,013	9/20/1988	PIERRE FOODS, INC.
WONDERBITES	US	REGISTERED	29	74/291,428	7/06/1992	1,781,595	7/13/1993	PIERRE FOODS, INC.
YUKON GRILL	US	REGISTERED	29	78/525,759	12/2/2004	3,392,829	3/4/2008	PIERRE FOODS, INC.
AUNTIE MAE'S	US	REGISTERED	30	78/322,280	11/3/2003	2,901,797	11/9/2004	CLOVERVALE FARMS, LLC
CHEF'S PANTRY	US	REGISTERED	29	78/115,660	3/18/2002	2,666,690	12/24/2002	CLOVERVALE FARMS, LLC
CHEF'S PANTRY AND DESIGN	US	REGISTERED	29 .	78/126,537	5/6/2002	2,691,096	2/25/2003	CLOVERVALE FARMS, LLC
CLOVERVALE FARMS	US	REGISTERED	29	78/240,100	4/21/2003	2,887,814	9/21/2004	CLOVERVALE FARMS, LLC
DESIGN OF WOMAN RINGING BELL	US	REGISTERED	30	73/207,480	3/15/1979	1,170,448	9/22/1981	CLOVERVALE FARMS, LLC
DINO CRITTERS	US	REGISTERED	30	76/006,559	3/22/2000	2,505,538	11/6/2001	CLOVERVALE FARMS, LLC
PB JAMWICH	US	REGISTERED	30	78/576,673	2/28/2005	3,099,429	5/30/2006	CLOVERVALE FARMS, LLC
CHEF ROYALE	US	REGISTERED	29	75/431,528	2/10/1998	2,520,479	12/18/2001	ZARTIC, LLC
CHIC-N VITTLES	US	REGISTERED	30	73/703,237	12/28/1987	1,545,900	6/27/1989	ZARTIC, LLC
CIRCLE Z	US	REGISTERED	29	75/243,649	2/18/1997	2,291,869	11/16/1999	ZARTIC, LLC

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
CRISPY STEAK	US	REGISTERED	29	73/497,636	9/4/1984	1,393,615	5/13/1986	ZARTIC, LLC
ENTREE LEGENDS	US	REGISTERED	29	76/454,483	9/24/2002	2,812,397	2/10/2004	ZARTIC, LLC
ENTREE LEGENDS	US	REGISTERED	29	76/532,542	7/25/2003	2,892,829	10/12/2004	ZARTIC, LLC
FRYZ	US	REGISTERED	29	75/343,005	8/18/1997	2,173,119	7/14/1998	ZARTIC, LLC
FRYZ (LOGO)	US	REGISTERED	29	74/412,548	7/15/1993	1,883,072	3/7/1995	ZARTIC, LLC
FRYZ (LOGO)	Canada	REGISTERED	N/A	777783	3/14/1995	TMA510017	3/25/1999	ZARTIC, LLC
H HI-BRAND (AND DESIGN)	US	REGISTERED	29	72/168,487	5/09/1963	767,262	3/24/1964	ZARTIC, LLC
HEAVENLY WINGS	US	REGISTERED	29	75/240,005	2/11/1997	2,371,412	7/25/2000	ZARTIC, LLC
HENDERSON'S PORTION PAK	US	REGISTERED	29	72/202,079	9/17/1964	801,032	12/28/1965	ZARTIC, LLC
HI-BRAND AND DESIGN	US	REGISTERED	29	72/191,841	4/23/1964	805,677	3/15/1966	ZARTIC, LLC
HONEY HUGGED	US	REGISTERED	29	75/243,648	2/18/1997	2,130,582	1/20/1998	ZARTIC, LLC
JIM'S COUNTRY MILL SAUSAGE	US	REGISTERED	29	75/352,835	9/8/1997	2,180,724	8/11/1998	ZARTIC, LLC
QUICKSTEAKZ	us	REGISTERED	29	76/620,038	11/10/2004	3,034,011	12/27/2005	ZARTIC, LLC
RANCHMEN'S	US	REGISTERED	29	76/571,313	1/22/2004	2,918,684	1/18/2005	ZARTIC, LLC
ROCKIN' ROASTED	US	REGISTERED	29	75/343,011	8/18/1997	2,171,440	7/7/1998	ZARTIC, LLC
RUSSLER	US-	REGISTERED	29	76/568,743	1/7/2004	2,996,498	9/20/2005	ZARTIC, LLC
SAFE QUICK VERSATILE	US	REGISTERED	29	75/358,226	9/17/1997	2,359,046	6/20/2000	ZARTIC, LLC
SCRAMBLEZ	US	REGISTERED	. 29	76/545,076	9/15/2003	2,938,702	4/5/2005	ZARTIC, LLC
SHOOTERZ	US	REGISTERED	29	76/454,943	9/25/2002	2,944,429	4/26/2005	ZARTIC, LLC
SQV	US	REGISTERED	29	75/358,227	9/17/1997	2,178,646	8/4/1998	ZARTIC, LLC
WING DEMONS	US	REGISTERED	29	75/243,661	2/18/1997	2,130,583	1/20/1998	ZARTIC, LLC
WING DEMONS HOT 'N SPICY (AND DESIGN)	US	REGISTERED	29	76/527,711	7/3/2003	2,834,190	4/20/2004	ZARTIC, LLC
Z (AND BEAR DESIGN)	US	REGISTERED	29	76/527,710	7/3/2003	2,834,189	4/20/2004	ZARTIC, LLC
Z CARE	US	REGISTERED	29	76/454,871	9/26/2002	2,819,007	3/2/2004	ZARTIC, LLC
Z CARE (AND DESIGN)	US	REGISTERED	29	76/454,872	9/26/2002	2,820,805	3/9/2004	ZARTIC, LLC
ZARTIC	US	REGISTERED	29	75/243,028	2/18/1997	2,125,738	12/30/1997	ZARTIC, LLC
ZARTIC (LOGO)	US	REGISTERED	29	72/302,445	7/10/1968	875,265	8/19/1969	ZARTIC, LLC
Z-BIRD	US	REGISTERED	29	75/243,660	2/18/1997	2,132,637	1/27/1998	ZARTIC, LLC

**RECORDED: 10/01/2009**