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10/23/2009 10:01:36 AM PAGE 4/009 Fax Server

TO:EDWARD T. WHITE - HUNTON & WILLIAMS LLP COMPANY:951 EAST BYRD STREET

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

10/22/2009  
 900145984

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wayne Farms LLC		10/14/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland"
Street Address:	245 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Banking Association: <i>New York</i>

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77724316	ALL NATURAL
Registration Number:	3584644	
Registration Number:	3615035	QUICK CREATIONS
Serial Number:	77487942	COLOSSALOOOS
Registration Number:	3589295	BARBAQUOOS
Registration Number:	3232646	INNOVATION CENTRAL WAYNE FARMS LLC

CORRESPONDENCE DATA

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-8523  
 Email: HWRTM@hunton.com  
 Correspondent Name: Edward T. White - Hunton & Williams LLP  
 Address Line 1: 951 East Byrd Street  
 Address Line 2: Riverfront Plaza, East Tower  
 Address Line 4: Richmond, VIRGINIA 23219-4074

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10/23/2009 10:01:36 AM PAGE 5/009 Fax Server

TO:EDWARD T. WHITE - HUNTON &amp; WILLIAMS LLP COMPANY:951 EAST BYRD STREET

ATTORNEY DOCKET NUMBER:	67350.001034
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	10/22/2009
Total Attachments: 4 source=Trademarks Wayne Farms#page1.tif source=Trademarks Wayne Farms#page2.tif source=Trademarks Wayne Farms#page3.tif source=Trademarks Wayne Farms#page4.tif	

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10/23/2009 10:01:36 AM PAGE 6/009 Fax Server

TO:EDWARD T. WHITE - HUNTON &amp; WILLIAMS LLP COMPANY:951 EAST BYRD STREET

TRADEMARK SECURITY AGREEMENT

WHEREAS, WAYNE FARMS LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain lenders, and Secured Party are parties to a Second Amended and Restated Credit Agreement dated as of October 14, 2009 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of March 4, 2005 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in all of its right, title and interest in, to and under all of its now owned and hereafter acquired Trademarks (as defined in the Security Agreement) listed on Schedule 1, Trademark registrations listed on Schedule 1, Trademark applications listed on Schedule 1 and Trademark Licenses (as defined in the Security Agreement) listed on Schedule 1, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration (together with any reissues, continuations or extensions thereof) and Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application referred to in Schedule 1 annexed hereto;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark License referred to in Schedule 1, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License referred to in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

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10/23/2009 10:01:38 AM PAGE 7/009 Fax Server

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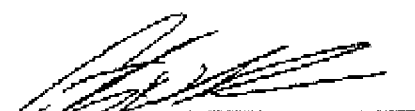
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer therunto as of the 14th day of October, 2009.

Acknowledged:

GRANTOR:

WAYNE FARMS LLC

By:



Courtney E. Fazekas,  
Vice President, Chief Financial Officer  
and Treasurer

SECURED PARTY:

COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK  
B.A., "RABOBANK INTERNATIONAL",  
NEW YORK BRANCH, as agent

By:

Richard J. Beard, Executive Director

By:

Rebecca O. Morrow, Executive Director

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GRANTOR:

WAYNE FARMS LLC

SECURED PARTY:

COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK  
B.A., "RABOBANK INTERNATIONAL",  
NEW YORK BRANCH, as agent

By: \_\_\_\_\_  
Courtney E. Fazekas,  
Vice President, Chief Financial Officer  
and Treasurer

By:   
Richard J. Beard, Executive Director



By:   
Rebecca O. Morrow, Executive Director


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10/23/2009 10:01:36 AM PAGE 9/009 Fax Server

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Schedule I  
to  
Trademark Security Agreement

TRADEMARKS			
Mark	Application/ Registration/ Serial Number	Filing Date	Country of Registration
	77724,316	04/28/2009	United States
	3,615,035	07/29/2008	United States
QUICK CREATIONS	3,615,035	05/05/2009	United States
COLOSSALOOOS	77487,942	05/31/2008	United States
BARBAQUOOS	3,589,295	03/10/2009	United States

SERVICE MARKS			
Mark	Application/ Registration/ Serial Number	Filing Date	Country of Registration
	3,232,646	04/24/2007	United States

TRADEMARK LICENSES		
Mark	License	Details
MARGARITAVILLE	Trademark Sublicense Agreement through 12/31/2011 with renewal options	Right to use and sublicense others to use the trademark filed on behalf of Margaritaville Enterprises, LLC