

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPC Marketing, Ltd.		11/12/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Remigio S. de R.L. de C.V.		
Street Address:	Av. Desierto de los Leones No. 52		
Internal Address:	Subancla 1, Col. San Angel		
City:	Mexico, D.F.		
State/Country:	MEXICO		
Postal Code:	01000		
Entity Type:	CORPORATION: MEXICO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1795411	ITALIANNI'S	
Registration Number:	2242308	ITALIANNI'S	
Registration Number:	2413327	ITALIANNI'S PASTA PIZZA & VINO	
CORRESPONDENCE DATA			
Fax Number:	(214)200-0558		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	44924.2		
DOMESTIC REPRESENTATIVE			

CH \$90.00 1795411

900150841

**TRADEMARK
 REEL: 004121 FRAME: 0427**

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Jeffrey M. Becker
Signature:	/Jeffrey M. Becker/
Date:	12/28/2009

Total Attachments: 10
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 12th day of November, 2009, by and between PPC Marketing, Ltd., a Texas limited partnership ("Assignor"), and Remigio S. de R.L. de C.V., a Mexico company ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademarks set forth in Schedule A attached hereto including the goodwill of the business related thereto (collectively, the "Trademarks");

WHEREAS, Assignor, via its predecessor-in-interest Hester Industries, Inc., has licensed the Trademarks to TGI Friday's of Minnesota, Inc. and to Intermark Corporation IBC, pursuant to written license agreements effective as of July 2, 2001 (the "License Agreements"),

WHEREAS, Assignor has the right and authority to transfer all of its right, title and interest in and to the Trademarks and the License Agreements;

WHEREAS, Assignor wishes to assign and transfer to the Assignee, and Assignee wishes to receive and acquire from the Assignor, all of the Assignor's rights, title, and interest in and to the Trademarks and the License Agreements, and the goodwill associated therewith; and

WHEREAS, the parties, intending to be legally bound, agree as follows:

NOW, THEREFORE, in consideration of the payment of thirty thousand U.S. Dollars (US\$30,000.00) (the "Payment"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, free and clear of all liens, liabilities, claims, interests, and encumbrances pursuant to Title 11 U.S.C. Sections 363 and 365, all of Assignor's right, title and interest in and to the Trademarks and the License Agreements, together with all the goodwill associated with the Trademarks and goodwill of Assignor's business in connection with which the Trademarks have been used, any registrations and applications for the Trademarks and the files related thereto, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present and future infringements of the Trademarks and/or breaches of the License Agreements. Assignor and Assignee agree that this Assignment is only effective upon approval of the Bankruptcy Court for the Northern District of Texas, and that the Payment shall be made by Assignee to Assignor within 5 business days following such approval.

Assignor covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Trademarks and the License Agreements as may be known and accessible to Assignor and will testify as to the same in any office action, opposition or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks and the License Agreements.



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Assignee does hereby assume Assignor's obligations to perform under the License Agreements to the extent the License Agreements are not in default as of the date hereof and are to be performed or the obligations arise on or after the date of this Agreement. Assignee does not assume or agree to pay, perform or discharge, and shall not be responsible for, any liabilities or obligations of Assignor, whether accrued, absolute, contingent or otherwise, including without limitation liabilities or obligations based on, arising out of, or in connection with the breach in the performance of any License Agreement arising prior to the date of this Agreement.

This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the parties. A waiver of any term, condition or provision in this Assignment by either party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

This Assignment may be executed in any number of counterparts, each of which, when executed shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR

PPC Marketing, Ltd.

By: 

Printed: Richard A. Cogdill

Title: CFO, Sec. & Treas. of Pilgrim's
Pride Corporation, The General
Partner o PPC Marketing, Ltd.


ASSIGNEE

Remigio S. de R.L. de C.V.

By: 

Printed: Victor E. Cachova

Title: Legal Representative


11/12/09



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SCHEDULE A

MARK	COUNTRY	REGISTRATION NUMBER
ITALIANNI'S	United States	1,795,411
ITALIANNI'S & Design	United States	2,242,308
ITALIANNI'S PASTA PIZZA & VINO & Design	United States	2,413,327

DALDMS/669033.1

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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS
ON THE COURTS DOCKET
TAWANA C. MARSHALL, CLERK

DEC 16 2009



D. Michael Lynn
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:

Pilgrim's Pride Corporation, *et al.*

Debtors.

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§

Case No. 08-45664 (DML)

Chapter 11

Jointly Administered

**ORDER GRANTING DEBTORS' MOTION PURSUANT TO SECTIONS 363 AND 365
OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004 AND 6006 FOR
AUTHORITY TO CONDUCT A PRIVATE SALE OF PPC MARKETING, LTD'S
OWNERSHIP INTEREST IN ITALIANNI'S TRADEMARKS AND RELATED
LICENSE AGREEMENTS FREE AND CLEAR OF ALL LIENS, CLAIMS, AND
ENCUMBRANCES**

("Sale Order")
(Relates to Docket No. 4270)

Upon the motion, dated December 2, 2009 (the "Motion"), of Pilgrim's Pride
Corporation ("PPC") and its affiliated debtors in the above-referenced chapter 11 cases, as

debtors and debtors in possession (collectively, the “Debtors”),¹ seeking authority to conduct a private sale (the “Sale”) of the following PPC Marketing, Ltd’s (“PPC Marketing”) trademarks to Remigio S. de R.L. de C.V. (the “Assignee”) for \$30,000.00: (a) “Italianni’s”, U.S. Registration No. 1,795,411; (b) “Italianni’s” and design, U.S. Registration No. 2,242,308; and (c) “Italianni’s Pasta Pizza & Vino” and design, U.S. Registration No. 2,413,327 (collectively, the “Trademarks”), and seeking authority for PPC Marketing to assume and assign the following license agreements related to the Trademarks: (a) Trademark License Agreement Between Intermark Corporation IBC and Hester Industries, Inc. dated July 2, 2001; and (b) Amended and Restated Trademark License Agreement Between TGI Friday’s of Minnesota, Inc. and Hester Industries, Inc. dated July 2, 2001 (collectively, the “License Agreements”), pursuant to the Trademark Assignment, which is annexed to the Motion as **Exhibit A**, free and clear of all liens, claims and encumbrances (the “Interests”), with such Interests to transfer, affix and attach to the proceeds of the sale of the Trademarks and License Agreements, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion and Hearing (as defined below) having been provided to the Notice Parties,² and the Court having held a hearing to consider the requested relief (the “Hearing”); and the Court having determined that the legal and factual basis set forth in the Motion are in the best interests of the Debtors, their estates, creditors, and all parties in interest; the Debtors have provided due and proper notice of the

¹ The Debtors are Pilgrim’s Pride Corporation, PFS Distribution Company, PPC Transportation Company, To-Ricos Ltd, To-Ricos Distribution, Ltd., Pilgrim’s Pride Corporation of West Virginia, Inc., and PPC Marketing, Ltd.

² Capitalized terms not defined herein will have the meaning ascribed to such term in the Motion.

Motion and Hearing and no further notice is necessary; the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested herein; and therefore, it is:

FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. As evidenced by the affidavits of service previously filed with the Court (i) proper, timely, adequate and sufficient notice has been provided and no other or further notice of is or shall be required.

D. PPC Marketing (i) has full corporate power and authority to execute the Trademark Assignment and all other documents contemplated thereby, and the sale of the Trademarks and assumption and assignment of the License Agreements has been duly and validly authorized by all necessary corporate action of PPC Marketing, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Trademark Assignment Agreement, (iii) has taken all corporate action necessary to authorize and approve the Trademark Assignment and the consummation by PPC Marketing of the transactions contemplated thereby, and (iv) no consents or approvals, other than those expressly provided for in the Trademark Assignment, are required for PPC Marketing to consummate such transactions.

E. Sound business reasons exist for the Sale pursuant to the Trademark Assignment. Entry into the Trademark Assignment and consummation of the transactions contemplated

thereby constitute the exercise by the PPC Marketing of sound business judgment and such acts are in the best interests of the Debtors, their estates and creditors. The Court finds that the Debtors have articulated good and sufficient business reasons justifying the Sale pursuant to sections 105 and 363 of the Bankruptcy Code.

F. The Trademark Assignment and the transactions contemplated by it were negotiated and have been and are undertaken by the Debtors and the Assignee at arms'-length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. As a result of the foregoing, the Debtors and the Assignee are entitled to the protections of section 363(m) of the Bankruptcy Code.

G. The Trademark Assignment was negotiated, proposed and entered into by the Debtors and the Assignee without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor the Assignee have engaged in any conduct that would cause or permit the Trademark Assignment to be avoided under section 363(n) of the Bankruptcy Code.

H. The consideration provided by the Assignee for the Trademarks and the License Agreements is the highest or otherwise best offer received by the PPC Marketing and is fair and reasonable. A sale of the Trademarks other than one free and clear of Interests would impact adversely on the Debtors' estates, will yield substantially less value for the Debtors' estates, with less certainty than the available alternatives and thus the alternative would be of substantially less benefit to the estates of the Debtors. Therefore, the Sale contemplated by the Trademark Assignment is in the best interests of the Debtors, their estates and their creditors.

I. A reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all interested persons and entities, including the Notice Parties.

J. The Assignee is not an “insider” of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code.

K. The transfer of the Trademarks and the License Agreements to the Assignee will be a legal, valid, and effective transfer, and will vest the Assignee with all right, title, and interest of the Debtors to the Property free and clear of all Interests.

L. PPC Marketing may sell the Trademarks free and clear of all Interests because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Interests that did not object or that withdrew their objections to the sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the cash proceeds of the Sale ultimately attributable to the property against or in which they claim an Interest.

M. PPC Marketing may assume the License Agreements and assign the License Agreements to the Assignee, because, in each case, all of the requirements of section 365 of the Bankruptcy Code have been satisfied.

BASED ON THE PRECEDING, IT IS:

ORDERED that the Motion is granted; and it is further

ORDERED that the Trademark Assignment, and all of the terms and conditions thereof, is approved; and it is further

ORDERED that pursuant to sections 363 and 365 of the Bankruptcy Code, PPC Marketing, and the other Debtors as necessary, are authorized and directed to perform their obligations under and comply with the terms of the Trademark Assignment, and consummate the

Sale, pursuant to and in accordance with the terms and conditions of the Trademark Assignment.
and it is further

ORDERED that, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Trademarks shall be transferred to the Assignee, and upon closing of the Sale shall be, free and clear of all Interests of any kind or nature whatsoever with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the Sale in the order of their priority, with the same validity, force and effect which they now have as against the Trademarks, subject to any claims and defenses the Debtors may possess with respect thereto; and it is further

ORDERED that, pursuant to section 365 of the Bankruptcy Code, the PPC Marketing is authorized to assume the License Agreements and assign them to the Assignee; and it is further

ORDERED that the transactions contemplated by the Trademark Assignment are undertaken by the Assignee in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the sale of the Trademarks to the Assignee, unless such authorization is duly stayed pending such appeal. The Assignee is a purchaser in good faith of the Property, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code; and it is further

ORDERED that the stay under Bankruptcy Rule 6004(h) is waived; and it is further

ORDERED that this Court hereby retains jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

END OF ORDER