

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
Pilgrim's Pride Corporation		12/28/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CoBank ACB		
Street Address:	5500 South Quebec Street		
City:	Greenwood Village		
State/Country:	COLORADO		
Postal Code:	80111		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	1944178	BIG VALUE	
Registration Number:	1584906	BIG VALUE	
Registration Number:	1149074	CHICKEN INTERNATIONAL	
Registration Number:	3000405	CHRIS P. CHICKEN	
Registration Number:	3000406	CHRIS P. CHICKEN	
Registration Number:	2795289	DISH IN A DASH	
Registration Number:	3055929	EARLY BIRD	
Registration Number:	0771567	EARLY BIRD	
Registration Number:	2164616	EGGS PLUS	
Registration Number:	1329885	ELEGANT ENTREES	
Registration Number:	3405440	FRIDGE-TO-FREEZER PAK	
Registration Number:	1642937	FRYERKIST	
Registration Number:	1295307	GK	
Registration Number:	2319451	GK	

OP \$865.00 1944178

Registration Number:	0914175	GOLD KISTGK
Registration Number:	1009993	GK GOLD KIST
Registration Number:	1214516	GOLD KIST
Registration Number:	2072535	GOLD KIST FARMS
Registration Number:	2036847	HONEYKIST
Registration Number:	0968737	MEDALLION
Registration Number:	1664228	MEDALLION
Registration Number:	1655659	MEDALLION
Registration Number:	3000404	
Registration Number:	1641404	OVENKIST
Registration Number:	3356323	QUICKEN EASY
Registration Number:	2095757	SAVORY RECIPES
Registration Number:	3464264	SMART'N SAVORY
Registration Number:	3191792	THE GO-TO CHICKEN COMPANY
Registration Number:	1685639	WINNING TASTE RECIPE CONTEST
Registration Number:	2980662	WINNING TASTE RECIPE CONTEST
Registration Number:	1615887	YOUNG 'N TENDER
Registration Number:	1333432	"YOUNG 'N TENDER"
Serial Number:	77543668	FOOD BEFORE FUEL
Serial Number:	78943195	NATURE SELECT

CORRESPONDENCE DATA

Fax Number: (312)706-8248
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127018022
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com
Correspondent Name: Chad A. Diehl
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	09150415 CAD
NAME OF SUBMITTER:	Chad A. Diehl
Signature:	/cad/
Date:	01/06/2010

Total Attachments: 14

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2009 (this "Agreement"), is between PILGRIM'S PRIDE CORPORATION, a Delaware corporation (the "Assignor"), in favor of COBANK, ACB (the "Assignee"), in its capacity as administrative agent for the Lender Parties.

PRELIMINARY STATEMENT

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 28, 2009 (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement), among Pilgrim's Pride Corporation, a Delaware corporation, To-Ricos, Ltd., a Bermuda company, and To-Ricos Distribution, Ltd., a Bermuda company (collectively, the "Borrowers"), the other Loan Parties party thereto, the Lender Parties party thereto and the Assignee, as administrative agent for the Lender Parties, the Lender Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor, has entered into that certain Pledge and Security Agreement, dated as of December 28, 2009 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Lender Parties; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under (a) all trademarks (including service marks), trade names, trade dress and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (e) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Lender Parties, a

continuing security interest in the Collateral to secure, for the benefit of the Lender Parties, the prompt payment and performance of the Secured Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated, amended and restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks and to delete any reference to any Trademarks in which the Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

PILGRIM'S PRIDE CORPORATION, as Assignor

By: _____

Name: Richard A. Cogdill

Title: Chief Financial Officer

COBANK, ACB, as Assignee

By: 

Name: James Matzat
Title: Vice President

Trademarks

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status	Renewal Sub.
GOLD KIST INC.								
	GK GOLD KIST & Design							
GOLD KIST INC.		Canada	0295963	TMA147913	4 Nov 1966		Registered	
GOLD KIST INC.	GOLD KIST	Canada	0844314	TMA510186	29 Mar 1999		Registered	
GOLD KIST INC.	GOLD KIST FARMS	Canada	0844315	TMA528741	31 May 2000		Registered	
GOLD KIST INC.	EARLY BIRD	Hong Kong	19680507	19680507	27 Feb 1967	29	Registered	
	GK GOLD KIST & Design							
GOLD KIST INC.		Hong Kong	19680045	19680045	27 Feb 1967	29	Registered	
GOLD KIST INC.	GK GOLD KIST & Design	Hong Kong	19680046	19680046	27 Feb 1967	31	Registered	



GOLD KIST INC.	GOLD KIST	Hong Kong	19680047	19680047	27 Feb 1967	29	Registered
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GOLD KIST INC.	GOLD KIST	Hong Kong	19680048	19680048	27 Feb 1967	31	Registered
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**GK GOLD KIST &
Design**

GOLD KIST INC.



Japan	H10- 063485	4318851	24 Sep 1999	29	Instructed to Lapse
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**GK GOLD KIST &
Design**

GOLD KIST INC.



Korea - Republic of (South)	40-1998- 18125	456369	11 Oct 1999	29	Instructed to Lapse
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**GK GOLD KIST &
Design**

GOLD KIST INC.



Mexico	282820	590339	23 Oct 1998	29	Registered
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GOLD KIST INC.	GK GOLD KIST & Design	Mexico	282821	554346	30 Jul 1997	31	Registered
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GOLD KIST INC.	GOLD KIST	Mexico	282814	586261	18 Dec 1996	29	Registered
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GOLD KIST INC.	GOLD KIST	Mexico	282815	586262	31 Aug 1998	31	Registered
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GOLD KIST INC.	GOLD KIST FARMS	Mexico	282817	586264	31 Aug 1998	29	Registered
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GOLD KIST INC.	GOLD KIST FARMS	Mexico	282818	586265	31 Aug 1998	31	Registered
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GOLD KIST INC.	GOLD KIST FARMS ALL NATURAL YOUNG'N TENDER CHICKEN & Design 	Mexico	282823	590341	23 Oct 1998	29	Registered
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GOLD KIST INC.	GOLD KIST FARMS ALL NATURAL YOUNG'N TENDER CHICKEN & Design 	Mexico	282824	554347	30 Jul 1997	31	Registered
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GOLD KIST INC.	GK GOLD KIST &	South	1997/01167	1997/01167	3 Feb	29	Registered
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Design

Africa

2000



GOLD KIST INC.	GOLD KIST	South Africa	1997/14310		29	Pending
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GK GOLD KIST & Design

GOLD KIST INC.		Sweden	196601294 117831	14 Oct 1966	29,31	Registered
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GK GOLD KIST & Design

GOLD KIST INC.		Switzerland	P351030	10 Jun 1986	29	Registered
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GK GOLD KIST & Design

GOLD KIST INC.		Switzerland 2006	1192 549985	7 Sep 2006	29	Registered
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GOLD KIST INC.	GOLD KIST	Switzerland	P351219	10 Jun 1986	29	Registered
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Pilgrim's Pride Corporation

Pilgrim's Pride Corporation	PILGRIM'S PRIDE BO PILGRIM &	Mexico	642086 858196	29 Oct 2004	29	Registered
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Design



**PILGRIM'S PRIDE
BO PILGRIM &
Design**

Pilgrim's Pride
Corporation



Mexico

642087

858197

29 Oct
2004

16

Registered

**PILGRIM'S PRIDE
BO PILGRIM &
Design**

Pilgrim's Pride
Corporation



Mexico

642088

855630

21 Oct
2004

31

Registered

**PILGRIM'S PRIDE
BO PILGRIM &
Design**

Pilgrim's Pride
Corporation



Mexico

642089

855186

19 Oct
2004

30

Registered

Pilgrim's Pride
Corporation

**PILGRIM'S PRIDE
BO PILGRIM &
Design**

Mexico

642090

858198

29 Oct
2004

35

Registered



**PILGRIM'S PRIDE
BO PILGRIM &
Design**

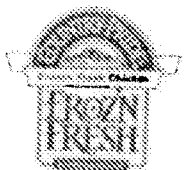
Pilgrim's Pride
Corporation



Mexico 642091 888480 27 Jun 2005 39 Registered

**COUNTRY PRIDE
FROZ'N FRESH
FROZEN FRESH
CHICKEN & Design**

Pilgrim's Pride
Corporation



Singapore T91/10829G T91/10829G 9 Dec 1991 29 Registered

Pilgrim's Pride
Corporation

BIG VALUE

United
States of
America

74627836 1944178 26 Dec 1995 29

Registered

**BIG VALUE &
Design**

Pilgrim's Pride
Corporation



United
States of
America

73766651 1584906 27 Feb 1990 29

Instructed
to Lapse

Pilgrim's Pride
Corporation

**CHICKEN
INTERNATIONAL**

United
States of
America

73200357 1149074 24 Mar 1981 29

Registered

Pilgrim's Pride
Corporation

CHRIS P. CHICKEN

United
States of

76607880 3000405 27 Sep 2005 29

Registered

CHRIS P. CHICKEN America

CHRIS P. CHICKEN
& Design

Pilgrim's Pride
Corporation



United
States of
America

76607881 3000406

27 Sep
2005

29

Registered

Pilgrim's Pride
Corporation

DISH IN A DASH United
States of
America

76124758 2795289

16 Dec
2003

29

Instructed
to Lapse

EARLY BIRD

Pilgrim's Pride
Corporation



United
States of
America

76548339 3055929

31 Jan
2006

29

Registered

EARLY BIRD &
Design

Pilgrim's Pride
Corporation



United
States of
America

72179123 0771567

16 Jun
1964

Registered

Pilgrim's Pride
Corporation

EGGS PLUS

United
States of
America

75167047 2164616

9 Jun 1998 29

Registered

Pilgrim's Pride
Corporation

ELEGANT
ENTREES

United
States of
America

73490629 1329885

9 Apr 1985 29

Registered

Pilgrim's Pride
Corporation

FOOD BEFORE
FUEL

United
States of
America

77543668


35,40

Pending

Pilgrim's Pride Corporation	FRIDGE-TO-FREEZER PAK	United States of America	78844508	3405440	1 Apr 2008	29	Registered
	FRIDGE-TO-FREEZER PAK						


Pilgrim's Pride Corporation	FRYERKIST	United States of America	74054653	1642937	30 Apr 1991	29	Registered
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GK


Pilgrim's Pride Corporation		United States of America	73395836	1295307	18 Sep 1984	1,5,6,7,12,29,30,31,42	Registered
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Pilgrim's Pride Corporation	GK	United States of America	75658508	2319451	15 Feb 2000	29	Registered
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GK GOLD KIST & Design

Pilgrim's Pride Corporation		United States of America	72368161	0914175	8 Jun 1971		Registered
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GK GOLD KIST & Design

Pilgrim's Pride Corporation		United States of America	73017583	1009993	6 May 1975	29	Registered
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Pilgrim's Pride Corporation	GOLD KIST	United States of America	73177901	1214516	2 Nov 1982	1,5,6,7,12,29,31	Registered
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Pilgrim's Pride Corporation	GOLD KIST FARMS	United States of America	74712761	2072535	17 Jun 1997	29	Registered
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Pilgrim's Pride Corporation	HONEYKIST	United States of America	75035096	2036847	11 Feb 1997	29	Registered
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Pilgrim's Pride Corporation	MEDALLION	United States of America	72403433	0968737	18 Sep 1973		Registered
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Pilgrim's Pride Corporation	MEDALLION	United States of America	73723575	1664228	12 Nov 1991	29	Registered
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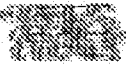
	MEDALLION & Design						
Pilgrim's Pride Corporation		United States of America	74087812	1655659	3 Sep 1991	29	Registered

	Miscellaneous Design - Chicken						
Pilgrim's Pride Corporation		United States of America	76607879	3000404	27 Sep 2005	29	Registered

	NATURE SELECT						
Pilgrim's Pride Corporation	NATURE SELECT	United States of America	78943195			29	Pending

Pilgrim's Pride Corporation	OVENKIST	United States of America	74054619	1641404	16 Apr 1991	29	Registered
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	QUICKEN EASY & Design						
Pilgrim's Pride Corporation		United States of America	78930544	3356323	18 Dec 2007	29	Registered

Pilgrim's Pride Corporation	SAVORY RECIPES	United States of America	74736478	2095757	9 Sep 1997	29	Registered
Pilgrim's Pride Corporation	SMART'N SAVORY SMART'N SAVORY	United States of America	78840866	3464264	8 Jul 2008	29	Registered
Pilgrim's Pride Corporation	THE GO-TO CHICKEN COMPANY The Go-To Chicken Company	United States of America	78674286	3191792	2 Jan 2007	29	Registered
Pilgrim's Pride Corporation	WINNING TASTE RECIPE CONTEST	United States of America	74150548	1685639	5 May 1992	41	Registered
Pilgrim's Pride Corporation	WINNING TASTE RECIPE CONTEST & Design 	United States of America	76595662	2980662	2 Aug 2005	41	Registered
Pilgrim's Pride Corporation	YOUNG 'N TENDER	United States of America	73812146	1615887	2 Oct 1990	29	Registered
Pilgrim's Pride Corporation	"YOUNG 'N TENDER" & Design 	United States of America	73376102	1333432	30 Apr 1985	29	Registered