

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
KOCH FOODS INCORPORATED		01/12/2010	CORPORATION: DELAWARE
KOCH FOODS OF MISSISSIPPI LLC		01/12/2010	LIMITED LIABILITY COMPANY: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State License Branch of a Dutch Banking Cooperatieve: NETHERLANDS		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	0736518	ROGERS ROYAL	
Registration Number:	0736881	R ROGERS ROYAL	
Registration Number:	1475174	PARTY WINGS	
Registration Number:	1837989	PARTY WINGS	
Registration Number:	1862648		
Registration Number:	2203965	MR. BENNIE'S	
Registration Number:	2218919	AMERICA'S CHICKEN SPECIALIST	
Registration Number:	2516160	DELICIOUS BRAND	
Registration Number:	3087052	SMARTPRESS	
Registration Number:	3190785	SAUCE-N-SERVE	
Registration Number:	3226487	ACCLAIM	

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Registration Number:	3226486	ACCOLADE
Registration Number:	3226488	TRIBUTE
Registration Number:	3243412	APPLAUSE
Registration Number:	3259766	GAME DAY
Registration Number:	3409212	ANTIOCH FARMS
Registration Number:	3409213	ANTIOCH FARMS
Registration Number:	3438771	CHIC 'N TIME
Registration Number:	3625101	CHEF'S TRIM

CORRESPONDENCE DATA

Fax Number: (678)553-2602
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (678) 553-2601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	01/12/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th of January, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 12, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Koch Foods Incorporated, a Delaware corporation ("Parent"), Koch Meat Co., Inc., an Illinois corporation, Koch Farms LLC, a Tennessee limited liability company, Koch Foods of Cumming LLC, a Georgia limited liability company, Koch Foods LLC, a Tennessee limited liability company, Koch Foods of Gainesville LLC, a Georgia limited liability company, Koch Foods of Cincinnati LLC, an Ohio limited liability company, Koch Foods of Mississippi LLC, a Mississippi limited liability company, Koch Farms of Mississippi LLC, a Mississippi limited liability company, Koch Foods of Alabama LLC, an Alabama limited liability company, Koch Farms of Alabama LLC, an Alabama limited liability company, Koch Foods of Ashland LLC, an Alabama limited liability company, Koch Farms of Ashland LLC, an Alabama limited liability company, Koch Foods of Gadsden LLC, an Alabama limited liability company, and Koch Farms of Gadsden LLC, an Alabama limited liability company, as borrowers (together with Parent, each individually a "Borrower" and collectively, "Borrowers"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders"), Rabobank, in its capacity as administrative agent for the Lenders ("Administrative Agent"), Administrative Agent and the other agents party thereto, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of January 12, 2010 (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 Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds 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 any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and 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 Administrative Agent, the Secured Parties, 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent promptly (and in any event within two (2) Business Days) with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors.

Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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 other electronic transmission shall be deemed an original signature hereto.

7. 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 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 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 and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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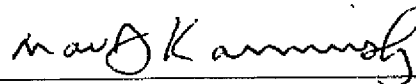
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

KOCH FOODS INCORPORATED, a Delaware corporation

KOCH FOODS OF MISSISSIPPI LLC, a Mississippi limited liability company

By:




Mark J. Kaminsky
Authorized Signatory for all the
above-identified Borrowers

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent**

By: 
Name: **Michalene Donegan**
Title: **Executive Director**

By: 
Name: **Brett Delfino**
Title: **Executive Director**

SCHEDULE I

TRADEMARKS

REGISTERED TRADEMARK	OWNER	NUMBER	DATE
ROGERS ROYAL	Koch Foods of Mississippi LLC	736518	8/21/1962
R ROGERS ROYAL (and design)	Koch Foods of Mississippi LLC	736881	8/28/1962
PARTY WINGS	Koch Foods of Mississippi LLC	1475174	2/2/1988
PARTY WINGS	Koch Foods of Mississippi LLC	1837989	5/31/1994
CHICKEN LOGO (design only)	Koch Foods Incorporated	1862648	11/15/1994
MR. BENNIE'S	Koch Foods of Mississippi LLC	2203965	11/17/1998
AMERICA'S CHICKEN			
SPECIALIST	Koch Foods Incorporated	2218919	1/19/1999
DELICIOUS BRAND	Koch Foods Incorporated	2516160	12/11/2001
SMARTPRESS	Koch Foods Incorporated	3087052	5/2/2006
SAUCE-N-SERVE	Koch Foods Incorporated	3190785	1/2/2007
ACCLAIM	Koch Foods Incorporated	3226487	4/10/2007
ACCOLADE	Koch Foods Incorporated	3226486	4/10/2007
TRIBUTE	Koch Foods Incorporated	3226488	4/10/2007
APPLAUSE	Koch Foods Incorporated	3243412	5/22/2007
GAME DAY	Koch Foods Incorporated	3259766	7/10/2007
ANTIOCH FARMS	Koch Foods Incorporated	3409212	4/8/2008
ANTIOCH FARMS (and design)	Koch Foods Incorporated	3409213	4/8/2008
CHIC 'N TIME	Koch Foods Incorporated	3438771	6/3/2008
CHEF'S TRIM	Koch Foods Incorporated	3625101	5/26/2009

MARKS NOT YET
REGISTERED OR APPLIED
FOR:
KF - SLIDERZ
KOCH FOODS CULINARY
CLASSICS