

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
Albertville Quality Foods, Inc.		02/10/2010	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	BMO Capital Markets Financing, Inc.		
Street Address:	115 South LaSalle Street, 17W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3219748	TOP CHICK	
Registration Number:	2728821	TOP CHICK	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8248		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018352		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, ejpalmer@mayerbrown.com		
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	09294110 EJP		
NAME OF SUBMITTER:	Erick J. Palmer		
Signature:	/ejp/		

OP \$65.00 3219748

Date:

02/26/2010

Total Attachments: 7

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**SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

February 10, 2010

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Albertville Quality Foods, Inc., a Tennessee corporation (the "Grantor") with principal offices at 130 Quality Drive, Albertville, Alabama 35950, hereby grants to BMO Capital Markets Financing, Inc., as Collateral Agent, with principal offices at 115 South LaSalle Street, 17W, Chicago, Illinois 60603 (the "Collateral Agent"), a security interest in all of the following property, whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to on Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Loan Documents, certain Hedging Agreements and certain Cash Management Arrangements, as such terms are defined in the Security Agreement among the Grantor, each affiliate of the Grantor that is party thereto from time to time and the Collateral Agent, dated as of February 10, 2010 (the "Security Agreement"). Capitalized terms used but not defined herein have the respective meanings assigned to such terms in the Security Agreement. Upon request of the Grantor when all Liabilities have been paid in full and all Commitments have been terminated, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

This security interest has been made in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

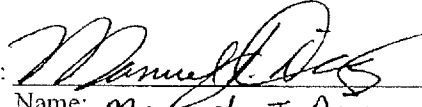
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ALBETVILLE QUALITY FOODS, INC., Grantor

By: John Hayes
Name: John Hayes
Title: Chief Financial Officer

BMO CAPITAL MARKETS FINANCING, INC.,
as Collateral Agent

By: 
Name: Manuel J. Diaz
Title: Vice President

STATE OF Alabama)
COUNTY OF Marshall) ss.:

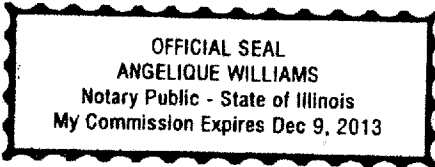
On this 4 day of February, 2010, before me personally came John Hayes, who, being by me duly sworn, did state as follows: that [s]he is Chief Financial Officer of Albertville Quality Foods, Inc., and that [s]he is authorized to execute the foregoing Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Donna Seibenhauer
Notary Public

STATE OF IL.)
COUNTY OF COOK) ss.:

On this 10th day of 02, 2010, before me personally came MANUEL J. DIAZ who, being by me duly sworn, did state as follows: that he is a Vice President of BMO Capital Markets Financing, Inc., that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Angelique Williams
Notary Public



SCHEDULE A

SERIAL NUMBER	REG. NUMBER	WORD MARK
78786737	3219748	TOP CHICK
76395780	2728821	TOP CHICK