## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PIERRE HOLDCO, INC.		09/30/2010	CORPORATION: DELAWARE
PIERRE FOODS, INC.		09/30/2010	CORPORATION: DELAWARE
CHEFS PANTRY, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO
CLOVERVALE FARMS, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO
CLOVERVALE TRANSPORTATION, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO
PIERRE REAL PROPERTY, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO
ZARTIC, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO
ZT DISTRIBUTION, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO
ZAR TRAN REAL PROPERTY, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO
ADVANCE FOOD COMPANY, INC.		09/30/2010	CORPORATION: OKLAHOMA
ADVANCE RETAIL HOLDINGS, INC.		09/30/2010	CORPORATION: OKLAHOMA
ADVANCE BRANDS, LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
PIERRE RETAIL HOLDINGS, LLC		09/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
ZARTIC REAL PROPERTY, LLC		09/30/2010	LIMITED LIABILITY COMPANY: OHIO

### RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000		
City:	Santa Monica		
State/Country:	CALIFORNIA		

900173612 **REEL: 004293 FRAME: 0740** 

TRADEMARK

Postal Code:	90404	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	brack  brack

PROPERTY NUMBERS Total: 141

Property Type	Number	Word Mark			
Serial Number:	78484117	ABSOLUTE ANGUS			
Serial Number:	77479104	BIG A			
Serial Number:	77479079	BIG AZ			
Serial Number:	76254000	BIG AZ			
Serial Number:	74695460	BREAKFAST ON THE GO!			
Serial Number:	78233281	BUBBA TWINS			
Serial Number:	78630890	BUFFALOADED			
Serial Number:	75816574	CAFETERIA ADVENTURES			
Serial Number:	78600213				
Serial Number:	78600229				
Serial Number:	76210949	CHIX-B-Q			
Serial Number:	76210948	CHIX-B-Q			
Serial Number:	76272195	CHOP HOUSE			
Serial Number:	76272440	CHOP HOUSE			
Serial Number:	73496943	COMMODITY MAGIC			
Serial Number:	76211365	DELI BREAK			
Serial Number:	78372280	DELITE BITES			
Serial Number:	74507554	DINE 'N WITH			
Serial Number:	77479116	EL PUESTO DE PEDRO			
Serial Number:	75076168	FAST CHOICE			
Serial Number:	75513223	FASTBITES			
Serial Number:	73774889	FRENCH TOAST BOAT			
Serial Number:	77809219	FRESH GRILLED TASTE. FAST!			
Serial Number:	77809230	FRESH TASTE. FAST!			
Serial Number:	77809241	FRESH TASTE. FAST!			
Serial Number:	75208171	GLOBAL GRILL			
Serial Number:	73173253	GOLDDIGGER			
Serial Number:	77851757	GRAHAM SNACKERS			
Serial Number:	75641478	HAM N GO			
Serial Number:	75676610	HEARTHSIDE SELECT			

REEL: 004293 FRAME: 0741

Serial Number:	77479096	HOT DIGGITY SUBS			
Serial Number:	74140493	LEAN MAGIC			
Serial Number:	73720859	LIKE MOM'S			
Serial Number:	74507074	LINK-N-DOG			
Serial Number:	75928450	MAIN STREET DINER			
Serial Number:	78634277	MERCATO GRILLE			
Serial Number:	78652426	MERCATO GRILLE			
Serial Number:	73455993	MOM 'N' POP'S			
Serial Number:	73102602	MOM 'N' POP'S			
Serial Number:	73121892	MOM 'N' POP'S			
Serial Number:	78525726	OUTRAGEOUS ANGUS			
Serial Number:	78195712	PIERRE CREATIONS			
Serial Number:	77278963	PIERRE GRILLERS			
Serial Number:	74613401	PIERRE MAIN STREET DINER			
Serial Number:	77931396	PIERRE MINIS			
Serial Number:	75617209	PIERRE SELECT			
Serial Number:	78484654	PIERRE SIGNATURES			
Serial Number:	74058325	PIZZA PARLOR SANDWICH			
Serial Number:	73822522	RIB-B-Q			
Serial Number:	73373463	RIB-B-Q			
Serial Number:	73400038	RIB.B.Q			
Serial Number:	75252821	RIB-B-Q			
Serial Number:	74507127	SAUS-A-RAGE			
Serial Number:	85076856	SMART PICKS			
Serial Number:	78290290	SMOKIE GRILL			
Serial Number:	73822571	TWO-FERS			
Serial Number:	73690934	TWO-FERS			
Serial Number:	74291428	WONDERBITES			
Serial Number:	78525759	YUKON GRILL			
Serial Number:	78322280	AUNTIE MAE'S			
Serial Number:	78115660	CHEF'S PANTRY			
Serial Number:	78126537	CHEF'S PANTRY			
Serial Number:	78240100	CLOVERVALE FARMS			
Serial Number:	73207480				
Serial Number:	76006559	DINO CRITTERS			
<u> </u>	11	TRADEMARK			

TRADEMARK TRADEM

Serial Number:	78576673	PB JAMWICH			
Serial Number:	75431528	CHEF ROYALE			
Serial Number:	75243649	CIRCLE Z			
Serial Number:	73497636	CRISPY STEAK			
Serial Number:	76532542	ENTREE LEGENDS			
Serial Number:	75343005	FRYZ			
Serial Number:	74412548	FRYZ			
Serial Number:	72168487	H HI-BRAND			
Serial Number:	75240005	HEAVENLY WINGS			
Serial Number:	72202079	HENDERSON'S PORTION PAK			
Serial Number:	72191841	HI-BRAND			
Serial Number:	75243648	HONEY HUGGED			
Serial Number:	75352835	JIM'S COUNTRY MILL SAUSAGE			
Serial Number:	76620038	QUICKSTEAKZ			
Serial Number:	76571313	RANCHMEN'S			
Serial Number:	75343011	ROCKIN' ROASTED			
Serial Number:	76568743	RUSSLER			
Serial Number:	75358226	SAFE QUICK VERSATILE			
Serial Number:	76545076	SCRAMBLEZ			
Serial Number:	76454943	SHOOTERZ			
Serial Number:	75358227	SQV			
Serial Number:	75243661	WING DEMONS			
Serial Number:	76527711	WING DEMONS HOT 'N SPICY			
Serial Number:	76527710	Z			
Serial Number:	75243028	ZARTIC			
Serial Number:	75243660	Z-BIRD			
Serial Number:	73431256	IT'S THE VEAL THING			
Serial Number:	73501073	IT'S THE VEAL THING			
Serial Number:	75803114	VEAL ITALIETTE			
Serial Number:	75617491	SMARTSERVE			
Serial Number:	75617490	SMARTSERVE			
Serial Number:	76206499	KITCHEN SENSATIONS			
Serial Number:	76264479	SMARTSERVE			
Serial Number:	76264478	SMARTSERVE			
Serial Number:	76477182	SERVING UP SUCCESS			
	11	TRADEMARK			

TRADEMARK TRADEMARK TRADEMARK 10743

Serial Number:	76494248	VINCELLO VEAL		
Serial Number:	76495222	KITCHEN SENSATIONS		
Serial Number:	76495223	KITCHEN SENSATIONS		
Serial Number:	76510867	THE COUNTRY FRIED STEAK EXPERTS		
Serial Number:	76510868	TASTY STEAK		
Serial Number:	76472415	VEAL PETITE OSSO BUCO		
Serial Number:	76471824	VEAL PETITE RACKS		
Serial Number:	76552543	VINCELLO VEAL		
Serial Number:	76563638	MUNCHEZE BREADED APPETIZERS		
Serial Number:	76563639	MUNCHEZE		
Serial Number:	76565534	TASTY FILLET		
Serial Number:	76653515	54TH STREET DELI FROM ADVANCE FOOD COMPANY		
Serial Number:	78710795	THE LEGEND COUNTRY FRIED STEAK		
Serial Number:	78710791	THE LEGEND		
Serial Number:	77176675	EXCLUSIVE CUT		
Serial Number:	78387487	PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS		
Serial Number:	78372175	PUB STYLE BURGER		
Serial Number:	78372161	PUB STEAK BURGER		
Serial Number:	78367042	PHILLY FREEDOM		
Serial Number:	74390451	MESQUITE BROIL		
Serial Number:	74377669	BREAKFAST PALS		
Serial Number:	74149274	REDI RIBS		
Serial Number:	74148028	TASTYRIB		
Serial Number:	74102629	CHAR D'OEUVRE		
Serial Number:	73023304	QUIK-TO-FIX		
Serial Number:	73627175	TENDERBROIL		
Serial Number:	73627174	GORGES		
Serial Number:	75887198	KING B THE KING OF BELGIAN WAFFLES		
Serial Number:	76160780	ADVANCE BRANDS		
Serial Number:	74173000	ADVANCE FAST FIXIN'		
Serial Number:	75453369	ADVANCE FAST FIXIN'		
Serial Number:	77004513	BISTRO CLASSICS		
Serial Number:	77069287	BISTRO CLASSICS		
Serial Number:	76431527	DINING ON THE GO		
Serial Number:	76431575	DINING ON THE GO		
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TRADEMARK TRADEM

Serial Number:	75489095	EASY BEGINNINGS
Serial Number:	75608144	EASY BEGINNINGS
Serial Number:	77056669	FAST CLASSICS
Serial Number:	75453370	FAST FIXIN'
Serial Number:	76579215	FAST FIXIN' RESTAURANT STYLE
Serial Number:	78827522	PARTY ON THE GO

#### **CORRESPONDENCE DATA**

**Total Attachments: 16** 

Fax Number: (404)815-2424

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-2231

Email: carolfraser@paulhastings.com

Correspondent Name: Carol Fraser, Corporate Paralegal

Address Line 1: 600 Peachtree Street, NE, Suite 2400

Address Line 2: Paul, Hastings, Janofsky & Walker

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	10/11/2010

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#### AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, a "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC (formerly Wells Fargo Foothill, LLC), a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as the date hereof (as amended, restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement"), by and among Pierre Foods, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their successors and assigns in such capacity, each, individually a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others that, Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Amended and Restated Security Agreement, dated as the date hereof, among the Grantors and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, the Grantors signatory thereto and Agent are parties to that certain Trademark Security Agreement, dated as of September 30, 2009 (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "Original Trademark Security Agreement"), and

WHEREAS, each Advance Company is a Restricted Subsidiary of Borrower and, as such, will benefit by virtue of the financial accommodations extended to Borrower by the Lender Group and the Bank Product Providers and by becoming a Loan Party will benefit from certain rights granted to the Loan Parties pursuant to the terms of the Credit Agreement and the other Loan Documents, so accordingly, each Advance Company has agreed to join this Trademark Security Agreement and become a "Grantor" (each a "New Grantor") for all purposes hereunder; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement in order to amend and restate the Original Trademark Security Agreement and in order for the New Grantors to join and become parties hereto;

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, the parties hereto hereby agree that each New Grantor hereby joins as a party to this Trademark Security Agreement and thereby becomes a "Grantor" hereunder and further agrees to amend and restate the Original Trademark Security Agreement in its entirety as follows:

LEGAL US W # 65727937.7

- DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):
- all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's rights corresponding thereto throughout the world, and (vi) all of each Grantor's rights corresponding thereto throughout the world; and
- all products and proceeds (as that term is defined in the Code) 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 (ii) injury to the goodwill associated with any Trademark.
- SECURITY FOR SECURED OBLIGATIONS. The Security Interest created hereby secures the payment and performance of 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 Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.
- AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new 5. trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration after the date hereof as required by the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of each Grantor. 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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- 6. <u>TERMINATION</u>. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.
- 7. <u>COUNTERPARTS</u>. 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. Delivery of a counterpart of this Trademark Security Agreement by facsimile transmission or by other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart hereof. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this Trademark Security Agreement, but failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.
- 8. CONSTRUCTION. Unless the context of this Trademark Security Agreement 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 refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement 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). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification or reimbursement Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.
- 9. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
- 10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE

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BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH NEW GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT TRADEMARK SECURITY OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH NEW GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
- 12. <u>INTERCREDITOR AGREEMENT</u>. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.
- 13. Acknowledgment. Each Grantor hereby acknowledges and agrees that the security interests granted to Agent pursuant to the Original Trademark Security Agreement shall remain outstanding and in full force and effect in accordance with the Original Trademark Security Agreement, as modified herein, and shall continue to secure the Secured Obligations. Each Grantor and Agent hereby acknowledge and confirm that (i) the Secured Obligations (as referred to herein) represent, among other things, the amendment, restatement, renewal, extension, consolidation and modification of the Secured Obligations (as referred to in the Original Trademark Security Agreement) arising in connection with the Original Credit Agreement and other Loan Documents (as defined in the Original Credit Agreement); (ii) the Original Trademark Security Agreement and the collateral pledged thereunder shall secure, without interruption or impairment of any kind, all existing Secured Obligations (as referred to in the Original Trademark Security Agreement) under the Original Credit Agreement and the other Loan Documents (as defined in the Original Credit Agreement) as amended, restated, renewed, extended, consolidated or modified under the Credit Agreement and under the other Loan Documents (as defined in the Credit Agreement), together with all other Secured Obligations referred to herein; (iii) all Liens (as defined in the Original Credit Agreement) evidenced by the Original Trademark Security Agreement are hereby ratified, confirmed and continued as modified, amended or restated hereunder; and (iv) this Agreement is intended to restate, renew, extend, consolidate, amend and modify the Original Trademark Security Agreement in its entirety and shall not constitute a novation and shall in no way adversely affect or impair the priority of Liens (as defined in the Original Credit Agreement) granted by the Original Trademark Security Agreement. The foregoing shall apply, and the Liens (as defined in the Original Credit Agreement) granted under the Original Trademark Security Agreement shall remain in full force and effect, in each case, notwithstanding the joinder of any new Grantor hereunder.

[Remainder of this page intentionally left blank.]

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**:

PIERRE HOLDCO, INC., a Delaware corporation

Name: Graig Pellerin

Title: Senior Vice President, Treasurer

PIERRE FOODS, INC., a Delaware corporation

By: Orang Pellerin

Title: Chief Financial Officer

CHEFS PANTRY, LLC, an Ohio limited liability company

Name: Craig Pellerin

Title: Senior Vice President, Treasurer

CLOVERVALE FARMS, LLC, an Ohio limited liability company

Name: Craig Pellerin

Title: Senior Vice President, Treasurer

CLOVERVALE TRANSPORTATION, LLC, an Ohio limited liability company

 $\sim$ 

Name: Craig Pellerin

By:

Title: Senior Vice President, Treasurer

### PIERRE REAL PROPERTY, LLC, an Ohio limited liability company

By:

Name: Craig Pellerin

Title:

Senior Vice President, Treasurer

ZARTIC, LLC, an Ohio limited liability company

By:

Name: Orang Pellerin

Title:

Senior Vice President, Treasurer

ZT DISTRIBUTION, LLC, an Ohio limited liability company (formerly known as Zar Tran, LLC)

By:

Name: Crave Pellerin

Title: Senior Vice President, Treasurer

ZARTIC REAL PROPERTY, LLC, an Ohio limited liability company

By:

Name: Craig Pellerin

Title: Senior Vice President, Treasurer

ZAR TRAN REAL PROPERTY, LLC, an Ohio limited liability company

By:

Name: Craig Pellerin

Title: Senior Vice President, Treasurer

ADVANCE FOOD COMPANY, INC., an Oklahoma corporation

By:

Name: Craig Pellerin

Title:

Senior Vice President, Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

#### ADVANCE RETAIL HOLDINGS, INC., an Oklahoma corporation

By:

Name: Czaig Pellerin

Title: Senior Vice President, Treasurer

WILLOW ROAD BAKERY, LLC an Oklahoma limited

liability company

By:

Title: Senior Vice President, Treasurer

ADVANCE BRANDS, LLC, an Delaware limited liability company

By:

Name: Cang Pellerin

Title: Senior Vice President, Treasurer

PIERRE RETAIL HOLDINGS, LLC, a Delaware

limited liability company

By:

Name: Craig Pellerin

Title: Senior Vice President, Treasurer

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WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Agent

Name: Tim Grilaniant
Title: Vice Provident

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

### SCHEDULE I

to

## TRADEMARK SECURITY AGREEMENT

## **Trademark Registrations/Applications**

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
ABSOLUTE	US	REGISTERED	29	78/484,117	9/15/2004	3,596,508	03/24/2009	PIERRE
ANGUS								FOODS, INC.
BIG A	US	PENDING*	30	77/479,104	5/20/2008			PIERRE
	ĺ							FOODS, INC.
BIG AZ	US	REGISTERED	30	77/479,079	5/20/2008	3,566,953	1/27/2009	PIERRE
						·		FOODS, INC.
BIG AZ	US	REGISTERED	30	76/254,000	5/08/2001	2,614,772	9/03/2002	PIERRE
								FOODS, INC.
BREAKFAST ON	US	REGISTERED	30	74/695,460	6/30/1995	2,005,805	10/08/1996	PIERRE
THE GO (AND					·			FOODS, INC.
DESIGN)								
	1							
			·					
BUBBA TWINS	US	REGISTERED	30	78/233,281	4/02/2003	2,849,785	6/01/2004	PIERRE
				······································				FOODS, INC.
BUFFALOADED	US	REGISTERED	29	78/630,890	5/16/2005	3,455,277	6/24/2008	PIERRE
	<u> </u>							FOODS, INC.
CAFETERIA	US	REGISTERED	42	75/816,574	10/06/1999	2,426,560	2/06/2001	PIERRE
ADVENTURES							<u> </u>	FOODS, INC.
CHEF LOGO	US	REGISTERED	29, 30	78/600,213	4/1/2005	3,617,542	5/15/2009	PIERRE
BLACK DESIGN						-		FOODS, INC.
CHEF LOGO RED	US	ALLOWED	29, 30	78/600,229	4/1/2005			PIERRE
DESIGN								FOODS, INC.
			<u> </u>					
CHIX-B-Q	US	REGISTERED	29	76/210,949	2/15/2001	2,544,625	3/05/2002	PIERRE
	<u> </u>							FOODS, INC.
CHIX-B-Q	US	REGISTERED	30	76/210,948	2/15/2001	2,510,217	11/20/2001	PIERRE
								FOODS, INC.
CHOP HOUSE	US	REGISTERED	29	76/272,195	6/15/2001	2,529,860	1/15/2002	PIERRE
			1					FOODS, INC.
CHOP HOUSE	US	REGISTERED	30	76/272,440	6/15/2001	2,561,735	4/16/2002	PIERRE
			′					FOODS, INC.
COMMODITY	US	REGISTERED	35	73/496,943	8/29/1984	1,331,238	4/16/1985	PIERRE
MAGIC								FOODS, INC.
DELI BREAK	US	REGISTERED	30	76/211,365	2/15/2001	2,614,524	9/03/2002	PIERRE
								FOODS, INC.
DELITE BITES	US	REGISTERED	29	78/372,280	2/23/2004	3,067,446	3/14/2006	PIERRE
		<u> </u>						FOODS, INC.
DINE'N WITH	US	REGISTERED	30	74/507,554	3/31/1994	1,912,699	8/15/1995	PIERRE
	<u> </u>					<u></u>		FOODS, INC.
EL PUESTO DE	US	REGISTERED	30	77/479,116	5/20/2008	3,563,785	1/20/2009	PIERRE
PEDRO								FOODS, INC.
FAST CHOICE	US	REGISTERED	30	75/076,168	3/21/1996	2,052,455	4/15/1997	PIERRE
								FOODS, INC.
FASTBITES	US	REGISTERED	30	75/513,223	7/06/1998	2,261,726	7/13/1999	PIERRE
	1		1		1		1	FOODS, INC.

 $<sup>^*</sup>$  BIG A - Application opposed by Angels Baseball LP. The Trademark Trial and Appeal Board has suspended further action on the opposition until 11/20/2010 pending the outcome of settlement negotiations.

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
FRENCH TOAST	US	REGISTERED	30	73/774,889	1/17/1989	1,626,155	12/04/1990	PIERRE
BOAT (AND								FOODS, INC.
DESIGN)								
			-				·	
FRESH GRILLED	US	PENDING	30	77/809,219	08/20/2009	<del></del>		PIERRE
TASTE, FAST!			""	,	30,20,200,			FOODS, INC.
FRESH TASTE.	US	ALLOWED	29	77/809,230	08/20/2009			PIERRE
FAST!		ADEO WED		777007,250	00/20/200/			FOODS, INC.
FRESH TASTE.	US	PENDING	30	77/809,241	08/20/2009	· · · · · · · · · · · · · · · · · · ·	***************************************	PIERRE
FAST!				Í				FOODS, INC.
GLOBAL GRILL	US	REGISTERED	29	75/208,171	12/04/1996	2,112,383	11/11/1997	PIERRE
				<u> </u>				FOODS, INC.
GOLDDIGGER	US	REGISTERED	29	73/173,253	6/05/1978	1,121,101	6/26/1979	PIERRE
								FOODS, INC.
GRAHAM	US	ALLOWED	30	77/851,757	10/19/2009			
SNACKERS								
HAM N GO (AND	US	REGISTERED	30	75/641,478	2/18/1999	2,345,081	4/25/2000	PIERRE
DESIGN)		Abrahaman			1			FOODS, INC.
V 172 / 18 20V 122		14 ya 24 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	<u> </u>		1,000,000		010412000	nran n m
HEARTHSIDE	US	REGISTERED	30	75/676,610	4/07/1999	2,485,773	9/04/2001	PIERRE
SELECT			ļ				ļ <u>.</u>	FOODS, INC.
HOT DIGGITY	US	REGISTERED	30	77/479,096	5/20/2008	3,563,784	1/20/2009	PIERRE
SUBS								FOODS, INC.
LEAN MAGIC	US	REGISTERED	29	74/140,493	2/19/1991	1,677,773	3/03/1992	PIERRE
		0000000000	<u> </u>	=2/=22.0=2	1		1000000	FOODS, INC.
LIKE MOM'S	US	REGISTERED	29	73/720,859	4/01/1988	1,517,327	12/20/1988	PIERRE
(AND DESIGN)						·		FOODS, INC.
TANK N DOG	l us	DECICEPEDED	29	74/507,074	3/30/1994	1.017.400	9/05/1995	PIERRE
LINK-N-DOG	08	REGISTERED	29	74/307,074	3/30/1994	1,917,400	9/03/1993	FOODS, INC.
MAIN STREET	US	REGISTERED	30	75/928,450	2/25/2000	2,525,981	1/01/2002	PIERRE
	08	KEGISTEKED	30	73/928,430	2/23/2000	2,323,961	1/01/2002	FOODS, INC.
DINER MERCATO	US	REGISTERED	30	78/634,277	5/20/2005	3,320,050	10/23/2007	PIERRE
GRILLE	l Os	KEGISTEKED	30	70/034,277	3/20/2003	3,320,030	10/23/2007	FOODS, INC.
MERCATO	US	REGISTERED	30	78/652,426	6/16/2005	3,353,485	12/11/2007	PIERRE
GRILLE (AND	US	KEOISTEKED	30	78/032,420	0/10/2003	3,333,463	12/11/2007	FOODS, INC.
COLOR DESIGN)								roops, inc.
COLOR DESIGN)								
MOM 'N' POP'S	US	REGISTERED	30	73/455,993	12/7/1983	1,341,236	6/11/1985	PIERRE
	1 3/3/		"	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		1,21,200		FOODS, INC.
MOM 'N' POP'S	US	REGISTERED	29	73/102,602	10/08/1976	1,071,065	8/09/1977	PIERRE
			"			-,,, -,-		FOODS, INC.
MOM 'N' POP'S	US	REGISTERED	29	73/121,892	4/07/1977	1,095,364	7/04/1978	PIERRE
(AND DESIGN)						',,.		FOODS, INC.
, , , , , , , , , , , , , , , , , , , ,								
		<u> </u>						
OUTRAGEOUS	US	REGISTERED	29	78/525,726	12/2/2004	3,160,338	10/17/2006	PIERRE
ANGUS								FOODS, INC.
PIERRE	US	REGISTERED	30	78/195,712	12/18/2002	2,784,407	11/18/2003	PIERRE
CREATIONS								FOODS, INC.
PIERRE	US	REGISTERED	30	77/278,963	9/13/2007	3,623,786	5/19/2009	PIERRE
GRILLERS								FOODS, INC.
PIERRE MAIN	US	REGISTERED	29	74/613,401	12/20/1994	2,016,292	11/12/1996	PIERRE
STREET DINER						<u>l</u>	1	FOODS, INC.
PIERRE MINIS	US	PENDING	30	77/931,396	2/9/10			PIERRE
			1	1	1		l .	FOODS, INC.

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
PIERRE SELECT	US	REGISTERED	30	75/617,209	1/08/1999	2,437,502	3/20/2001	PIERRE
								FOODS, INC.
PIERRE	US	REGISTERED	30	78/484,654	9/16/2004	3,363,145	1/01/2008	PIERRE
SIGNATURES				~~~				FOODS, INC.
PIZZA PARLOR	US	REGISTERED	30	74/058,325	5/14/1990	1,642,199	4/23/1991	PIERRE
SANDWICH						***************************************		FOODS, INC.
RIB-B-Q	CA	REGISTERED	N/A	494965	11/17/1982	TMA305055	7/19/1985	PIERRE
							- /- 0 / 1 0 0 0	FOODS, INC.
RIB-B-Q	US	REGISTERED	30	73/822,522	8/30/1989	1,598,832	5/29/1990	PIERRE
NID D A	US	REGISTERED	29	73/373,463	7/07/1982	1,257,730	11/15/1983	FOODS, INC. PIERRE
RIB-B-Q	US	REGISTERED	29	73/373,463	1/01/1962	1,237,730	11/13/1963	FOODS, INC.
RIB-B-Q (AND	CA	REGISTERED	N/A	494966	11/17/1982	TMA305056	7/19/1985	PIERRE
DESIGN)	CA	REGISTERED	18/73	424200	111111111111111111111111111111111111111	114111533656	1/12/1203	FOODS, INC.
District								
RIB-B-Q (AND	JP	REGISTERED	29	H01-034095	3/28/1989	2482479	11/30/1992	PIERRE
DESIGN)								FOODS, INC.
RIB-B-Q (AND	US	REGISTERED	29	73/400,038	10/14/1982	1,276,424	5/01/1984	PIERRE
DESIGN)								FOODS, INC.
NSS 70 (1310)	710	DEGIGERES	30	75/050 001	2/06/1007	2 132 710	1/27/1998	PIERRE
RIB-B-Q (AND	US	REGISTERED	29	75/252,821	3/06/1997	2,132,710	1/2//1998	FOODS, INC.
DESIGN)								10003, INC.
SAUS-A-RAGE	US	REGISTERED	30	74/507,127	3/30/1994	1,928,706	10/17/1995	PIERRE
on too it id tob			""	1		[ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		FOODS, INC.
SMART PICKS	US	PENDING	29, 30	85/076,856	7/20/2010			PIERRE
	<b>.</b>						l.:	FOODS, INC.
SMOKIE GRILL	ÜS	REGISTERED	29	78/290,290	8/21/2003	2,954,775	5/24/2005	PIERRE
							<u> </u>	FOODS, INC.
TWO-FERS	US	REGISTERED	30	73/822,571	8/30/1989	1,599,764	6/05/1990	PIERRE
								FOODS, INC.
TWO-FERS	· US	REGISTERED	29	73/690,934	10/22/1987	1,505,013	9/20/1988	PIERRE
WANDEDDIEE	LIC	projemenen	29	74/201 429	7/06/1000	1701505	7/13/1993	FOODS, INC. PIERRE
WONDERBITES	US	REGISTERED	29	74/291,428	7/06/1992	1,781,595	//13/1993	FOODS, INC.
YUKON GRILL	US	REGISTERED	29	78/525,759	12/2/2004	3,392,829	3/4/2008	PIERRE
TORON GRILL	03	REGISTERED	2/	10/323,737	12/2/2004	3,372,027	3/4/2000	FOODS, INC.
AUNTIE MAE'S	US	REGISTERED	30	78/322,280	11/3/2003	2,901,797	11/9/2004	CLOVERVALE
, age to a same trans band by		we are a south blancher	-	1		,,,,,,,,		FARMS, LLC
CHEF'S PANTRY	US	REGISTERED	29	78/115,660	3/18/2002	2,666,690	12/24/2002	CLOVERVALE
	İ			·		·	1	FARMS, LLC
CHEF'S PANTRY	US	REGISTERED	29	78/126,537	5/6/2002	2,691,096	2/25/2003	CLOVERVALE
AND DESIGN								FARMS, LLC
		N 1101011111111	<del> </del>		4/01/0000	1	1 001/200	OLOUPPY !! P
CLOVERVALE	US	REGISTERED	29	78/240,100	4/21/2003	2,887,814	9/21/2004	CLOVERVALE
FARMS	1	BEGIOTES OF	30	72/207 400	2/15/1000	1 170 440	0/22/1021	FARMS, LLC
DESIGN OF	US	REGISTERED	30	73/207,480	3/15/1979	1,170,448	9/22/1981	CLOVERVALE FARMS, LLC
WOMAN RINGING BELL								I MINIO, LLC
MINORNO DELL								
DINO CRITTERS	US	REGISTERED	30	76/006,559	3/22/2000	2,505,538	11/6/2001	CLOVERVALE
	1					,,		FARMS, LLC

Mark Name	Country	Status	Ċlass	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
PB JAMWICH	US	REGISTERED	30	78/576,673	2/28/2005	3,099,429	5/30/2006	CLOVERVALE
	•			·		, ,	İ	FARMS, LLC
CHEF ROYALE	US	REGISTERED	29	75/431,528	2/10/1998	2,520,479	12/18/2001	ZARTIC, LLC
CIRCLE Z	US	REGISTERED	29	75/243,649	2/18/1997	2,291,869	11/16/1999	ZARTIC, LLC
CRISPY STEAK	US	REGISTERED	29	73/497,636	9/4/1984	1,393,615	5/13/1986	ZARTIC, LLC
ENTREE LEGENDS	US	REGISTERED	29	76/532,542	7/25/2003	2,892,829	10/12/2004	ZARTIC, LLC
FRYZ	US	REGISTERED	29	75/343,005	8/18/1997	2,173,119	7/14/1998	ZARTIC, LLC
FRYZ (LOGO)	US	REGISTERED	29	74/412,548	7/15/1993	1,883,072	3/7/1995	ZARTIC, LLC
FRYZ (LOGO)	Canada	REGISTERED	N/A	777783	3/14/1995	TMA510017	3/25/1999	ZARTIC, LLC
H HI-BRAND (AND DESIGN)	US	REGISTERED	29	72/168,487	5/09/1963	767,262	3/24/1964	ZARTIC, LLC
HEAVENLY WINGS	US	REGISTERED	29	75/240,005	2/11/1997	2,371,412	7/25/2000	ZARTIC, LLC
HENDERSON'S PORTION PAK	US	REGISTERED	29	72/202,079	9/17/1964	801,032	12/28/1965	ZARTIC, LLC
HI-BRAND AND DESIGN	US	REGISTERED	29	72/191,841	4/23/1964	805,677	3/15/1966	ZARTIC, LLC
HONEY HUGGED	US	REGISTERED	29	75/243,648	2/18/1997	2,130,582	1/20/1998	ZARTIC, LLC
JIM'S COUNTRY MILL SAUSAGE	US	REGISTERED	29	75/352,835	9/8/1997	2,180,724	8/11/1998	ZARTIC, LLC
QUICKSTEAKZ	US	REGISTERED	29	76/620,038	11/10/2004	3,034,011	12/27/2005	ZARTIC, LLC
RANCHMEN'S	US	REGISTERED	29	76/571,313	1/22/2004	2,918,684	1/18/2005	ZARTIC, LLC
ROCKIN' ROASTED	US	REGISTERED	29	75/343,011	8/18/1997	2,171,440	7/7/1998	ZARTIC, LLC
RUSSLER	US	REGISTERED	29	76/568,743	1/7/2004	2,996,498	9/20/2005	ZARTIC, LLC
SAFE QUICK VERSATILE	US	REGISTERED	29	75/358,226	9/17/1997	2,359,046	6/20/2000	ZARTIC, LLC
SCRAMBLEZ	US	REGISTERED	29	76/545,076	9/15/2003	2,938,702	4/5/2005	ZARTIC, LLC
SHOOTERZ	US	REGISTERED	29	76/454,943	9/25/2002	2,944,429	4/26/2005	ZARTIC, LLC
SQV	US	REGISTERED	29	75/358,227	9/17/1997	2,178,646	8/4/1998	ZARTIC, LLC
WING DEMONS	US	REGISTERED	29	75/243,661	2/18/1997	2,130,583	1/20/1998	ZARTIC, LLC
WING DEMONS HOT 'N SPICY (AND DESIGN)	US	REGISTERED	29	76/527,711	7/3/2003	2,834,190	4/20/2004	ZARTIC, LLC
Z (AND BEAR DESIGN)	US	REGISTERED	29	76/527,710	7/3/2003	2,834,189	4/20/2004	ZARTIC, LLC
ZARTIC	US	REGISTERED	29	75/243,028	2/18/1997	2,125,738	12/30/1997	ZARTIC, LLC
Z-BIRD	US	REGISTERED	29	75/243,660	2/18/1997	2,132,637	1/27/1998	ZARTIC, LLC

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
IT'S THE VEAL THING	US	REGISTÉRED	029	73/431,256	6/21/1983	1,296,605	09/18/1984	ADVANCE FOOD COMPANY, INC.
IT'S THE VEAL THING AND DESIGN	US	REGISTERED	029	73/501,073	9/25/1984	1,332,465	04/23/1985	ADVANCE FOOD COMPANY, INC.
VEAL ITALIETTE	US	REGISTERED	029	75/803,114	9/20/1999	2,362,398	06/27/2000	ADVANCE FOOD COMPANY, INC.
SMARTSERVE	US	REGISTERED	029	75/617,491	1/8/1999	2,486,586	09/11/2001	ADVANCE FOOD COMPANY, INC.
SMARTSERVE AND DESIGN	US.	REGISTERED	029	75/617,490	1/8/1999	2,463,199	06/26/2001	ADVANCE FOOD COMPANY, INC.
KITCHEN SENSATIONS	US	REGISTERED	029	76/206,499	2/7/2001	2,681,727	01/28/2003	ADVANCE FOOD COMPANY, INC.
SMARTSERVE AND DESIGN	US	REGISTERED	029	76/264,479	5/30/2001	2,726,469	06/17/2003	ADVANCE FOOD COMPANY, INC.
SMARTSERVE	US	REGISTERED	029	76/264,478	5/30/2001	2,731,225	07/01/2003	ADVANCE FOOD COMPANY, INC.
SERVING UP SUCCESS	US	REGISTERED	029	76/477,182	12/20/2002	2,867,554	07/27/2004	ADVANCE FOOD COMPANY, INC.
VINCELLO VEAL	US	REGISTERED	029	76/494,248	3/3/2003	2,866,192	07/27/2004	ADVANCE FOOD COMPANY, INC.
KITCHEN SENSATIONS	US	REGISTERED	029	76/495,222	3/5/2003	2,804,581	01/13/2004	ADVANCE FOOD COMPANY, INC.
KITCHEN SENSATIONS AND DESIGN	US	REGISTERED	029	76/495,223	3/5/2003	2,804,582	01/13/2004	ADVANCE FOOD COMPANY, INC.
THE COUNTRY FRIED STEAK EXPERTS	US	REGISTERED	029	76/510,867	4/30/2003	2,885,850	09/21/2004	ADVANCE FOOD COMPANY, INC.
TASTY STEAK	US	REGISTERED	029	76/510,868	4/30/2003	2,888,491	09/28/2004	ADVANCE FOOD COMPANY, INC.
VEAL PETITE OSSO BUCO	US	REGISTERED	029	76/472,415	12/3/2002	2,928,368	02/22/2005	ADVANCE FOOD COMPANY, INC.

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
VEAL PETITE RACKS	US	REGISTERED	029	76/471,824	12/3/2002	2,968,824	07/12/2005	ADVANCE FOOD COMPANY, INC.
VINCELLO VEAL AND DESIGN	US -	REGISTERED	029	76/552,543	9/29/2003	2,896,934	10/26/2004	ADVANCE FOOD COMPANY, INC.
MUNCHEZE BREADED APPETIZERS AND DESIGN	US	REGISTERED	029	76/563,638	11/24/2003	2,990,140	08/30/2005	ADVANCE FOOD COMPANY, INC.
MUNCHEZE	US	REGISTERED	029	76/563,639	11/24/2003	2,990,141	08/30/2005	ADVANCE FOOD COMPANY, INC.
TASTY FILLET	US	REGISTÉRED	029	76/565,534	12/5/2003	2,996,125	09/13/2005	ADVANCE FOOD COMPANY, INC.
54 <sup>TH</sup> STREET DELI FROM ADVANCE FOOD COMPANY AND DESIGN	US	REGISTERED	030	76/653,515	1/17/2006	3,385,888	02/19/2008	ADVANCE FOOD COMPANY, INC.
THE LEGEND COUNTRY FRIED STEAK AND DESIGN	US	REGISTERED	029	78/710,795	9/12/2005	3,303,911	10/02/2007	ADVANCE FOOD COMPANY, INC.
THE LEGEND	US	REGISTERED	029	78/710,791	9/12/2005	3,303,910	10/02/2007	ADVANCE FOOD COMPANY, INC.
EXCLUSIVE CUT	US	REGISTERED	029	77/176,675	5/9/2007	3,513,372	10/07/2008	ADVANCE FOOD COMPANY, INC.
PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS AND DESIGN	US	REGISTERED	029	78/387,487	3/19/2004	3,124,403	08/01/2006	ADVANCE FOOD COMPANY, INC.
PUB STYLE BURGER	US	REGISTERED	029	78/372,175	2/23/2004	3,345,023	11/27/2007	ADVANCE FOOD COMPANY, INC.
PUB STEAK BURGER	US	REGISTERED	029	78/372,161	2/23/2004	3,345,022	11/27/2007	ADVANCE FOOD COMPANY, INC.
PHILLY FREEDOM	US	REGISTERED	029	78/367,042	2/12/2004	3,121,529	07/25/2006	ADVANCE FOOD COMPANY, INC.
MESQUITE BROIL	US	REGISTERED	029	74/390,451	5/14/1993	1,863,397	11/15/1994	ADVANCE FOOD COMPANY, INC.

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
BREAKFAST PALS	US	REGISTERED	029	74/377,669	4/12/1993	1,903,684	07/04/1995	ADVANCE FOOD COMPANY, INC.
REDI RIBS	US	REGISTERED	029	74/149,274	3/19/1991	1,693,360	06/09/1992	ADVANCE FOOD COMPANY, INC.
TASTYRIB	US	REGISTERED	029	74/148,028	3/15/1991	1,669,611	12/24/1991	ADVANCE FOOD COMPANY, INC.
CHAR D'OEUVRE	US	REGISTERED	029	74/102,629	10/1/1990	1,662,616	10/29/1991	ADVANCE FOOD COMPANY
QUIK-TO-FIX AND DESIGN	US	REGISTERED	029	73/023,304	6/5/1974	1,040,675	06/01/1976	ADVANCE FOOD COMPANY, INC.
TENDERBROIL	US	REGISTERED	029	73/627,175	10/27/1986	1,479,792	03/08/1988	ADVANCE FOOD COMPANY, INC.
GORGES	US	REGISTERED	029	73/627,174	10/27/1986	1,480,931	03/15/1988	ADVANCE FOOD COMPANY, INC.
KING B THE KING OF BELGIAN WAFFLES AND DESIGN	US	REGISTERED	030	75/887,198	1/6/2000	2,440,602	04/03/2001	ADVANCE FOOD COMPANY, INC.
ADVANCE FAST FIXIN' AND DESIGN	MEXICO	REGISTERED				437,685	7/19/1993	ADVANCE FOOD COMPANY, INC.
ADVANCE BRANDS	US	REGISTERED	029	76/160,780	11/7/2000	2,661,627	12/17/2002	ADVANCE BRANDS, LLC
ADVANCE FAST FIXÍN'	US	REGISTERED	029	74/173,000	6/3/1991	1,686,581	5/12/1992	ADVANCE BRANDS, LLC
ADVANCE FAST FIXIN' AND DESIGN	US	REGISTERED	029	75/453,369	3/19/1998	2,307,028	1/11/2000	ADVANCE BRANDS, LLC
BISTRO CLASSICS	US	REGISTERED	029	77/004,513	9/21/2006	3,619,730	5/12/2009	ADVANCE BRANDS, LLC
BISTRO CLASSICS AND DESIGN	US	REGISTERED	029	77/069,287	12/21/2006	3,616,516	5/5/2009	ADVANCE BRANDS, LLC
DINING ON THE GO	US	REGISTERED	029	76/431,527	7/17/2002	2,891,651	10/5/2004	ADVANCE BRANDS, LLC
DINING ON THE GO AND DESIGN	US	REGISTERED	029	76/431,575	7/17/2002	2,891,652	10/5/2004	ADVANCE BRANDS, LLC
EASY BEGINNINGS	US	REGISTERED	029	75/489,095	5/21/1998	2,375,858	8/8/2000	ADVANCE BRANDS, LLC

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
EASY BEGINNINGS AND DESIGN	US	REGISTERED	029	75/608,144	12/18/1998	2,376,113	8/8/2000	ADVANCE BRANDS, LLC
FAST CLASSICS	US	REGISTERED	029	77/056,669	12/4/2006	3,521,240	10/21/2008	ADVANCE BRANDS, LLC
FAST FIXIN'	US	REGISTERED	029	75/453,370	3/19/1998	2,296,897	11/30/1999	ADVANCE BRANDS, LLC
FAST FIXIN' RESTAURANT STYLE	US	REGISTERED	029	76/579,215	3/4/2004	3,016,005	11/15/2005	ADVANCE BRANDS, LLC
PARTY ON THE GO	US	REGISTERED	029	78/827,522	3/2/2006	3,577,981	2/17/2009	ADVANCE BRANDS, LLC
FAST FIXIN'	MEXICO	REGISTERED				984,686	5/22/2007	ADVANCE BRANDS, LLC

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**RECORDED: 10/11/2010**