

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (2nd Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advance Food Company, Inc.		09/30/2010	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch (as security agent)
Street Address:	One Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Banking corporation: SWITZERLAND

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	1296605	IT'S THE VEAL THING
Registration Number:	1332465	IT'S THE VEAL THING
Registration Number:	2362398	VEAL ITALIETTE
Registration Number:	2486586	SMARTSERVE
Registration Number:	2463199	SMARTSERVE
Registration Number:	2681727	KITCHEN SENSATIONS
Registration Number:	2726469	SMARTSERVE
Registration Number:	2731225	SMARTSERVE
Registration Number:	2867554	SERVING UP SUCCESS
Registration Number:	2866192	VINCELLO VEAL
Registration Number:	2804581	KITCHEN SENSATIONS
Registration Number:	2804582	KITCHEN SENSATIONS
Registration Number:	2885850	THE COUNTRY FRIED STEAK EXPERTS
Registration Number:	2888491	TASTY STEAK

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Registration Number:	2928368	VEAL PETITE OSSO BUCO
Registration Number:	2968824	VEAL PETITE RACKS
Registration Number:	2896934	VINCELLO VEAL
Registration Number:	2990140	MUNCHEZE BREADED APPETIZERS
Registration Number:	2990141	MUNCHEZE
Registration Number:	2996125	TASTY FILLET
Registration Number:	3385888	54TH STREET DELI FROM ADVANCE FOOD COMPANY
Registration Number:	3303911	THE LEGEND COUNTRY FRIED STEAK
Registration Number:	3303910	THE LEGEND
Registration Number:	3513372	EXCLUSIVE CUT
Registration Number:	3124403	PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS
Registration Number:	3345023	PUB STYLE BURGER
Registration Number:	3345022	PUB STEAK BURGER
Registration Number:	3121529	PHILLY FREEDOM
Registration Number:	1863397	MESQUITE BROIL
Registration Number:	1903684	BREAKFAST PALS
Registration Number:	1693360	REDI RIBS
Registration Number:	1669611	TASTYRIB
Registration Number:	1662616	CHAR D'OEUVRE
Registration Number:	1040675	QUIK-TO-FIX
Registration Number:	1479792	TENDERBROIL
Registration Number:	1480931	GORGES
Registration Number:	2440602	KING B THE KING OF BELGIAN WAFFLES

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111002-0131
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/

TRADEMARK

REEL: 004296 FRAME: 0282

Date:

10/14/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2010, among the Grantors listed on the signature pages hereof ("Grantors" and each, a "Grantor"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Security Agent for the Lender Creditors (together with its successors, the "Security Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second-Lien Credit Agreement dated as of even date herewith (as amended, restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement") among Pierre Holdco, Inc., a Delaware corporation, Pierre Foods, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and the Administrative Agent (together with the Lenders, the "Lender Creditors"), the Lender Creditors have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement;

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of the date hereof among the Grantors and the Security Agent (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 Agent, for the benefit of the Lender Creditors, this Trademark Security Agreement;

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Security Agent, for the benefit of the Lender Creditors, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in such Grantor's right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) 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

(b) 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.

3. SECURITY FOR OBLIGATIONS. 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 the Grantors, or any of them, to the Security Agent or any Lender Creditor, 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Security Agent, for the benefit of the Lender Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Security 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.

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. The Grantors shall give prompt notice in writing to the Security 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 the Grantors' obligations under this Section, the Grantors hereby authorize the Security Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the 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 the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. 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 Credit 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 by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. 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.

9. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit 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 Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit 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 or in any other Credit Document 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 and expense reimbursement Obligations. 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 Credit Document shall be satisfied by the transmission of a Record.

10. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Security Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Security 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.

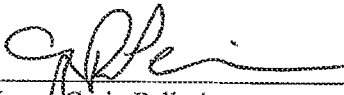
[Remainder of this page intentionally left blank.]

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.


PIERRE FOODS, INC., as a Grantor

By: 
Name: Craig Pellerin
Title: Chief Financial Officer

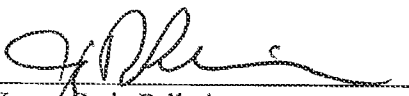
ZARTIC, LLC, as a Grantor

By: 
Name: Craig Pellerin
Title: Senior Vice President, Treasurer


CLOVERVALE FARMS, LLC, as a Grantor

By: 
Name: Craig Pellerin
Title: Senior Vice President, Treasurer

ADVANCE FOOD COMPANY, INC., as a Grantor


By: 
Name: Craig Pellerin
Title: Senior Vice President, Treasurer

ADVANCE BRANDS, LLC, as a Grantor

By: 
Name: Craig Pellerin
Title: Senior Vice President, Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Security Agent

By: 
Name: Ari Bruger
Title: Vice President

By: 
Name: _____
Title: Rahul Parmar
Associate

SCHEDULE A

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
It's the Veal thing	US	Registered	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.
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	Registered	029	76/565,534	12/5/2003	2,996,125	09/13/2005	Advance Food Company, Inc.
54 TH 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.

SCHEDULE A

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
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.
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, Inc.
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.