

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
Pierre Foods, Inc.		09/30/2010	CORPORATION: DELAWARE

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: 59

Property Type	Number	Word Mark
Registration Number:	3596508	ABSOLUTE ANGUS
Registration Number:	3566953	BIG AZ
Registration Number:	2614772	BIG AZ
Registration Number:	2005805	BREAKFAST ON THE GO!
Registration Number:	2849785	BUBBA TWINS
Registration Number:	3455277	BUFFALOADED
Registration Number:	2426560	CAFETERIA ADVENTURES
Registration Number:	3617542	
Registration Number:	2544625	CHIX-B-Q
Registration Number:	2510217	CHIX-B-Q
Registration Number:	2529860	CHOP HOUSE
Registration Number:	2561735	CHOP HOUSE
Registration Number:	1331238	COMMODITY MAGIC
Registration Number:	2614524	DELI BREAK

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Registration Number:	3067446	DELITE BITES
Registration Number:	1912699	DINE 'N WITH
Registration Number:	3563785	EL PUESTO DE PEDRO
Registration Number:	2052455	FAST CHOICE
Registration Number:	2261726	FASTBITES
Registration Number:	1626155	FRENCH TOAST BOAT
Registration Number:	2112383	GLOBAL GRILL
Registration Number:	1121101	GOLDDIGGER
Registration Number:	2345081	HAM N GO
Registration Number:	2485773	HEARTHSIDE SELECT
Registration Number:	3563784	HOT DIGGITY SUBS
Registration Number:	1677773	LEAN MAGIC
Registration Number:	1517327	LIKE MOM'S
Registration Number:	1917400	LINK-N-DOG
Registration Number:	2525981	MAIN STREET DINER
Registration Number:	3320050	MERCATO GRILLE
Registration Number:	3353485	MERCATO GRILLE
Registration Number:	1341236	MOM 'N' POP'S
Registration Number:	1071065	MOM 'N' POP'S
Registration Number:	1095364	MOM 'N' POP'S
Registration Number:	3160338	OUTRAGEOUS ANGUS
Registration Number:	2784407	PIERRE CREATIONS
Registration Number:	3623786	PIERRE GRILLERS
Registration Number:	2016292	PIERRE MAIN STREET DINER
Registration Number:	2437502	PIERRE SELECT
Registration Number:	3363145	PIERRE SIGNATURES
Registration Number:	1642199	PIZZA PARLOR SANDWICH
Registration Number:	1598832	RIB-B-Q
Registration Number:	1257730	RIB-B-Q
Registration Number:	1276424	RIB.B.Q
Registration Number:	2132710	RIB-B-Q
Registration Number:	1928706	SAUS-A-RAGE
Registration Number:	2954775	SMOKIE GRILL
Registration Number:	1599764	TWO-FERS
Registration Number:	1505013	TWO-FERS

Registration Number:	1781595	WONDERBITES
Registration Number:	3392829	YUKON GRILL
Serial Number:	77479104	BIG A
Serial Number:	78600229	
Serial Number:	77809219	FRESH GRILLED TASTE. FAST!
Serial Number:	77809230	FRESH TASTE. FAST!
Serial Number:	77809241	FRESH TASTE. FAST!
Serial Number:	77851757	GRAHAM SNACKERS
Serial Number:	77931396	PIERRE MINIS
Serial Number:	85076856	SMART PICKS

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/
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.

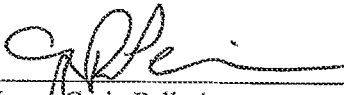
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


PIERRE FOODS, INC., as a Grantor

By: 
Name: Craig Pellerin
Title: Chief Financial Officer

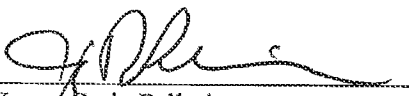
ZARTIC, LLC, as a Grantor

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
Absolute Angus	US	Registered	29	78/484,117	9/15/2004	3,596,508	03/24/2009	Pierre Foods, Inc.
Big A	US	Pending ¹	30	77/479,104	5/20/2008			Pierre 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 the Go (and design)	US	Registered	30	74/695,460	6/30/1995	2,005,805	10/08/1996	Pierre Foods, Inc.
Bubba Twins	US	Registered	30	78/233,281	4/02/2003	2,849,785	6/01/2004	Pierre Foods, Inc.
Buffaloed	US	Registered	29	78/630,890	5/16/2005	3,455,277	6/24/2008	Pierre Foods, Inc.
Cafeteria Adventures	US	Registered	42	75/816,574	10/06/1999	2,426,560	2/06/2001	Pierre Foods, Inc.
Chef Logo Black Design	US	Registered	29, 30	78/600,213	4/1/2005	3,617,542	5/15/2009	Pierre Foods, Inc.
Chef Logo Red Design	US	Allowed	29, 30	78/600,229	4/1/2005			Pierre Foods, Inc.
Chix-B-Q	US	Registered	29	76/210,949	2/15/2001	2,544,625	3/05/2002	Pierre 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 Foods, Inc.
Chop House	US	Registered	30	76/272,440	6/15/2001	2,561,735	4/16/2002	Pierre Foods, Inc.
Commodity Magic	US	Registered	35	73/496,943	8/29/1984	1,331,238	4/16/1985	Pierre 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 Foods, Inc.
Dine 'N With	US	Registered	30	74/507,554	3/31/1994	1,912,699	8/15/1995	Pierre Foods, Inc.
El Puesto De Pedro	US	Registered	30	77/479,116	5/20/2008	3,563,785	1/20/2009	Pierre 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 Foods, Inc.
French Toast Boat (and design)	US	Registered	30	73/774,889	1/17/1989	1,626,155	12/04/1990	Pierre Foods, Inc.
Fresh Grilled Taste. Fast!	US	Pending	30	77/809,219	08/20/2009			Pierre Foods, Inc.
Fresh Taste. Fast!	US	Allowed	29	77/809,230	08/20/2009			Pierre Foods, Inc.
Fresh Taste. Fast!	US	Pending	30	77/809,241	08/20/2009			Pierre Foods, Inc.
Global Grill	US	Registered	29	75/208,171	12/04/1996	2,112,383	11/11/1997	Pierre Foods, Inc.
Golddigger	US	Registered	29	73/173,253	6/05/1978	1,121,101	6/26/1979	Pierre Foods, Inc.
Graham Snackers	US	Allowed	30	77/851,757	10/19/2009			Pierre Foods, Inc.
Ham N Go (and design)	US	Registered	30	75/641,478	2/18/1999	2,345,081	4/25/2000	Pierre Foods, Inc.
Hearthside Select	US	Registered	30	75/676,610	4/07/1999	2,485,773	9/04/2001	Pierre Foods, Inc.
Hot Diggity Subs	US	Registered	30	77/479,096	5/20/2008	3,563,784	1/20/2009	Pierre Foods, Inc.
Lean Magic	US	Registered	29	74/140,493	2/19/1991	1,677,773	3/03/1992	Pierre Foods, Inc.
Like Mom's (and design)	US	Registered	29	73/720,859	4/01/1988	1,517,327	12/20/1988	Pierre Foods, Inc.
Link-N-Dog	US	Registered	29	74/507,074	3/30/1994	1,917,400	9/05/1995	Pierre Foods, Inc.
Main Street Diner	US	Registered	30	75/928,450	2/25/2000	2,525,981	1/01/2002	Pierre Foods, Inc.
Mercato Grille	US	Registered	30	78/634,277	5/20/2005	3,320,050	10/23/2007	Pierre Foods, Inc.
Mercato Grille (and color design)	US	Registered	30	78/652,426	6/16/2005	3,353,485	12/11/2007	Pierre Foods, Inc.
Mom 'N' Pop's	US	Registered	30	73/455,993	12/7/1983	1,341,236	6/11/1985	Pierre 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 (and design)	US	Registered	29	73/121,892	4/07/1977	1,095,364	7/04/1978	Pierre Foods, Inc.
Outrageous Angus	US	Registered	29	78/525,726	12/2/2004	3,160,338	10/17/2006	Pierre Foods, Inc.
Pierre Creations	US	Registered	30	78/195,712	12/18/2002	2,784,407	11/18/2003	Pierre Foods, Inc.
Pierre Grillers	US	Registered	30	77/278,963	9/13/2007	3,623,786	5/19/2009	Pierre Foods, Inc.
Pierre Main Street Diner	US	Registered	29	74/613,401	12/20/1994	2,016,292	11/12/1996	Pierre Foods, Inc.
Pierre Minis	US	Pending	30	77/931,396	2/9/10			Pierre Foods, Inc.
Pierre Select	US	Registered	30	75/617,209	1/08/1999	2,437,502	3/20/2001	Pierre Foods, Inc.
Pierre Signatures	US	Registered	30	78/484,654	9/16/2004	3,363,145	1/01/2008	Pierre Foods, Inc.

¹ 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.

SCHEDULE A

Mark Name	Country	Status	Class	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
Pizza Parlor Sandwich	US	Registered	30	74/058,325	5/14/1990	1,642,199	4/23/1991	Pierre Foods, Inc.
RIB-B-Q	CA	Registered	N/A	494965	11/17/1982	TMA305055	7/19/1985	Pierre Foods, Inc.
RIB-B-Q	US	Registered	30	73/822,522	8/30/1989	1,598,832	5/29/1990	Pierre Foods, Inc.
RIB-B-Q	US	Registered	29	73/373,463	7/07/1982	1,257,730	11/15/1983	Pierre Foods, Inc.
RIB-B-Q (and design)	CA	Registered	N/A	494966	11/17/1982	TMA305056	7/19/1985	Pierre Foods, Inc.
RIB-B-Q (and design)	JP	Registered	29	H01-034095	3/28/1989	2482479	11/30/1992	Pierre Foods, Inc.
RIB-B-Q (and design)	US	Registered	29	73/400,038	10/14/1982	1,276,424	5/01/1984	Pierre Foods, Inc.
RIB-B-Q (and design)	US	Registered	29	75/252,821	3/06/1997	2,132,710	1/27/1998	Pierre Foods, Inc.
Saus-A-Rage	US	Registered	30	74/507,127	3/30/1994	1,928,706	10/17/1995	Pierre Foods, Inc.
Smart Picks	US	Pending	29, 30	85/076,856	7/20/2010			Pierre Foods, Inc.
Smokie Grill	US	Registered	29	78/290,290	8/21/2003	2,954,775	5/24/2005	Pierre 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 Foods, Inc.
Wonderbites	US	Registered	29	74/291,428	7/06/1992	1,781,595	7/13/1993	Pierre Foods, Inc.
Yukon Grill	US	Registered	29	78/525,759	12/2/2004	3,392,829	3/4/2008	Pierre Foods, Inc.