### CH \$140.00

### 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
KD Acquisition I, LLC		105/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

### **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: 5

Property Type	Number	Word Mark
Registration Number:	2471504	CLUXDELUX
Registration Number:	2431322	KINGS DELIGHT
Registration Number:	1422105	LAKE LANIER FARMS
Registration Number:	2426769	
Serial Number:	77392252	CHICK-A-SAURS

### **CORRESPONDENCE DATA**

Fax Number: (678)553-2602

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

Phone: 6785532601
Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3290 Northside Parkway, Suite 400

TRADEMARK
REEL: 004545 FRAME: 0805

900192463

Address Line 4: Atlanta, GEOR	RGIA 30327					
NAME OF SUBMITTER:	LaShana C. Jimmar					
Signature:	/LaShana C. Jimmar/					
Date:	05/23/2011					
Total Attachments: 19 source=Perdue_Coleman Trademark_001#psource=Perdue_Coleman Trad	page2.tif page3.tif page4.tif page5.tif					
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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 23rd of May, 2011, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("<u>Rabobank</u>"), in its capacity as Collateral Agent for the Secured Parties (together with its successors, "<u>Collateral Agent</u>").

### WITNESSETH

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Perdue Farms Incorporated, a Maryland corporation ("Perdue Farms"), Perdue Agribusiness Incorporated, a Maryland corporation ("Perdue Agribusiness"), FPP Business Services Inc. (formerly known as "Perdue Business Services Inc."), a Maryland corporation ("FPP Business Services"), CNF Holdings, LLC, a Delaware limited liability company ("CNF Holdings"; together with Perdue Farms, Perdue Agribusiness and FPP Business Services, each individually a "Borrower" and collectively the "Borrowers"), FPP Family Investments, Inc. (formerly known as "Perdue Incorporated"), a Maryland corporation (the "Parent") and certain subsidiaries of the Parent party thereto from time to time as a "Guarantor", the various banks and lending institutions identified on the signature pages thereto as a "Bank" (each a "Bank", and collectively, the "Banks"), Rabobank, in its capacity as administrative agent for the Banks ("Administrative Agent"), Collateral Agent and the other agents party thereto, Banks are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

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 Transaction Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of December 23, 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 Collateral 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. <u>DEFINED TERMS</u>. 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.

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- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to Collateral 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, except to the extent excluded in <u>Section 2</u> of the Security Agreement (collectively, the "<u>Trademark Collateral</u>"):
- (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. <u>SECURITY FOR OBLIGATIONS</u>. 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 Collateral 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. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral 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 Collateral 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. <u>AUTHORIZATION TO SUPPLEMENT</u>. 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 Collateral Agent, within 45 days after the end of each fiscal quarter, 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 Collateral 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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- 6. <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 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 other electronic transmission shall be deemed an original signature hereto.
- 7. 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 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 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 above written.

**GRANTORS:** 

COLEMAN NATURAL PRODUCTS, LLC,

a Delaware limited liability company

Name: Thomas E. Mahn

Title: Treasurer

BC NATURAL CHICKEN, LLC,

a Delaware limited liability company

By:

Name: Thomas E. Mahn

Title: Treasurer

DRAPER VALLEY HOLDINGS LLC,

a Delaware limited liability company

Name: Thomas E. Mahn

Title: Treasurer

KD ACQUISITION I, LLC,

a Delaware limited liability company

By:

Name: Thomas E. Mahn

Title: Treasurer

PETALUMA ACQUISITION, LLC,

a Delaware limited liability company

Name: Thomas E. Mahn

Title: Treasurer

TRADEMARK SECURITY AGREEMENT

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ACKNOWLEDGED AND AGREED:

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

y: Asichologo Donedal

Title: Executive Director

By:
Napre: Executive Director

### SCHEDULE I

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# TRADEMARK SECURITY AGREEMENT

## Trademark Registrations

Petaluma Acquisition, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Grantor
Canada	Canada	Canada	Canada	Canada	Canada	Canada	Country
ROCKY THE RANGE CHICKEN & DESIGN	COLEMAN ORGANIC SINCE 1875 & DESIGN  ORGANIC  Since 1875 & DESIGN	COLEMAN ORGANIC	COLEMAN NATURAL SINCE 1875 & DESIGN  OUT OF THE PROPERTY OF TH	COLEMAN NATURAL DESIGN	COLEMAN NATURAL	COLEMAN	Mark
TMA795530	TMA791271	TMA761511	TMA770756	TMA680618	ТМА698379	TMA368090	Registration No.
April 13, 2011	February 22, 2011	March 11, 2010	June 25, 2010	January 30, 2007	October 12, 2007	April 27, 1990	Registration Date

COLEMAN NATURAL BEEF  COLEMAN NATURAL MEATS, INC.	2704488 2704487
COLEMAN NATURAL	service (in the control of the contr
	Pri March de March
COLEMAN NATURAL MISCELLANEOUS DESIGN	IGN I
RTIFIED ORGANIC FREE R. CHICKEN & DESIGN  ROSIE  ROSIE  ROSIE  RAISED WITHOUT ANTIBIOTICS	ROSIE CERTIFIED ORGANIC FREE RANGE CHICKEN & DESIGN  ROSIE  ROSIE  ROSIE  RANGE CHICKEN RANGE CHICKEN RANGE WITHOUT ANTIBIOTICS
	Registration No.

May 13, 2005	881252	COLEMAN	Mexico	Coleman Natural Products, LLC
February 18, 2003	778941	COLEMAN	Mexico	Coleman Natural Products, LLC
September 02, 2005	4891205	Miscellaneous Design	Japan	Coleman Natural Products, LLC
September 02, 2005	4891204	COLEMAN NATURAL	Japan	Coleman Natural Products, LLC
January 16, 2004	4740146	COLEMAN	Japan	Coleman Natural Products, LLC
	2710743	COLEMAN NATURAL MEATS,INC. MEL COLEMAN,PROP.	Japan	Coleman Natural Products, LLC
Registration Date	Registration No.	Mark	Country	Grantor

Coleman Natural Products, LLC		Coleman Natural Products, LLC	Coleman Natural Products, LLC		Coleman Natural Products, LLC	Coleman Natural Products, LLC	Grantor			
TAIWAN	SOUTH KOREA	SOUTH KOREA	Mexico		Mexico	Mexico		Mexico	Mexico	Country
COLEMAN NATURAL	COLEMAN NATURAL DESIGN	COLEMAN NATURAL	MISCELLANEOUS DESIGN	ORGANIC	COLEMAN ORGANIC SINCE 1875	COLEMAN ORGANIC	COLEMAN	COLEMAN NATURAL	COLEMAN NATURAL	Mark
1187002	631459	631458	878828		1144949	1136805		1063578	878829	Registration No.
December 16, 2005		August 30, 2005	April 27, 2005		February 23, 2010	December 21, 2009		September 30, 2008	April 27, 2005	Registration Date

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COLEMAN and Design
COLEMAN
THE RIGHT CHICKEN
COLEMAN ORGANIC
BM/A URA
COLEMAN NATURAL SINCE 1875 and design
ROSIE FREE RANGE CHICKEN & Design
Mark

	Coleman Natural Products,	Coleman Natural Products,	rtc	al Products,	Coleman Natural Products, LLC	Coleman Natural Products, LLC	al Products,	Coleman Natural Products,	rtc	Products,	Grantor Co
	U.S.A.	U.S.A.		U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.		U.S.A.	Country
ORGANIC Since 1875	COLEMAN ORGANIC SINCE 1875 and Design	COLEMAN ORGANIC	NATURAL  Stores 1873	COLEMAN NATURAL* SINCE 1875 and Design	COLEMAN NATURAL MEATS, INC.	COLEMAN NATURAL LAMB	COLEMAN NATURAL HAMPSHIRE and Design  GUERAL  NATURAL  HAMPSHIRE	COLEMAN NATURAL BEEF	COLEMAN NATURAL ANGUS	COLEMAN NATURAL ANGUS BEEF and Design	Mark
	3,614,523	3,539,356		3,318,190	1,740,025	2,930,449	3,617,699	1,725,986		2,463,451	Registration No.
	May 5, 2009	December 2, 2008		October 23, 2007	December 15, 1992	March 8, 2005	May 5, 2009	October 20, 1992		June 26, 2001	Registration Date

Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products,	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Grantor
U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	Country
THE ORIGINAL BRAT HANS and Design	RAISED NATURALLY FOR A GOODNESS YOU CAN TASTE	PENN VALLEY FARMS	PENN VALLEY FARMS	NO ANTIBIOTICS, NO ADDED HORMONESEVER!	HANS' ALL NATURAL and Design	HANS' ALL NATURAL	FRESH FOR THE FREEZER	COLEMAN RESERVE NATURAL ANGUS	Mark
3,672,550	3,083,489	2,994,836	3,107,824	2,341,381	2,312,055	2,314,769	3,271,915	2,945,088	Registration No.
August 25, 2009	April 18, 2006	September 13, 2005	June 20, 2006	April 11, 2000	January 25, 2000	February 1, 2000	July 31, 2007	April 26, 2005	Registration Date

Coleman Natural Products, LLC	Coleman Natural Products, LLC	Kd Acquisition I, LLC		Draper Valley Holdings LLC	Draper Valley Holdings LLC	Draper Valley Holdings LLC	Grantor			
U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.		U.S.A.	U.S.A.	U.S.A.	Country
HANS' WRAP (Stylized)	HANS' WRAP	MISCELLANEOUS DESIGN	LAKE LANIER FARMS	KINGS DELIGHT	CLUXDELUX	The Market Manger Children	RANGER THE FREE RANGE CHICKEN and Design	RANGER	DRAPER VALLEY FARMS	Mark
2,967,870	2,960,483	2,426,769	1,422,105	2,431,322	2,471,504		2,319,565	2,316,826	1,942,084	Registration No.
July 12, 2005	June 7, 2005	February 6, 2001	December 23, 1986	February 27, 2001	July 24, 2001		February 15, 2000	February 8, 2000	December 19, 1995	Registration Date

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Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	<b>Grantor</b> Petaluma Acquisition, LLC	
U.S.A.	U.S.A.	U.S.A.	.v.s.n	Country U.S.A.	
ROCKY DOGS	ROCKY *NATURAL CHICKEN	ROCKY	MISCELLANEOUS DESIGN	Mark MISCELLANEOUS DESIGN	an and decision of the confidence of the confide
3,510,928	3,614,467	2,883,480	3,000,957	Registration No. 2,919,072	
October 7, 2008	May 5, 2009	September 14, 2004	September 27, 2005	Registration Date January 18, 2005	

Pet	Pet	Pet	Pet	Pet	Pet	
Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Grantor
U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	U.S.A.	Country
ROSIE	ROCKY THE RANGE CHICKEN and Design  THE RANGE CHICKEN  THE RANGE CHICKEN	ROCKY THE RANGE CHICKEN	ROCKY JUNIOR	ROCKY JR. NATURAL CHICKEN and Design  ROCKY JR. NATURAL CHICKEN	ROCKY JR. FRYING CHICKEN SUSTAINABLY FARMED RAISED WITHOUT ANTIBIOTICS and Design  ROCKY FRYING CHICKEN FRYING CHICKEN  SUSTAINABLY RAISED WITHOUT FRANKED ANTIBIOTICS	Mark
2,314,594	3,519,318	3,523,301	2,685,394	3,511,139	3,511,138	Registration No.
February 1, 2000	October 21, 2008	October 28, 2008	February 11, 2003	October 7, 2008	October 7, 2008	Registration Date

Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	Coleman Natural Products, LLC	[5	Coleman Natural Products,	Petaluma Acquisition, LLC	Petaluma Acquisition, LLC	Grantor
U.S.A.	U.S.A.	U.S.A.	U.S.A.		U.S.A.	U.S.A.	U.S.A.	Country
SNOW BALL	EXECUTIVE CHEF	CARB TWIST	CARB DELISH (Stylized)	THE HELD IN	HANNAH'S KITCHEN and Design	ROSIE FREE RANGE CHICKEN and Design 图像是写图写学	ROSIE CERTIFIED ORGANIC FREE RANGE CHICKEN SUSTAINABLY FARMED RAISED WITHOUT ANTIBIOTICS and Design  ROSIE  ROSIE CERTIFIED ORGANIC FREE RANGE CHICKEN  RAISED WITHOUT ANTIBIOTICS	Mark
1,406,945	2,020,523	2,937,537	2,956,762		3,104,868	3,507,856	3,519,317	Registration No.
August 26, 1986	December 3, 1996	April 5, 2005	May 31, 2005		June 13, 2006	September 30, 2008	October 21, 2008	Registration Date

# State Trademarks Owned by Coleman/Related Entities

Grantor	State	Mark	Registration No.	Registration Date
Draper Valley Holdings LLC	Oregon	NORTHWEST FARMS and Design	T 26145	April 24, 1992
				000000000000000000000000000000000000000
Draper Valley Holdings LLC	Washington	SUPPORT YOUR LOCAL CHICKEN	15,503	January 7, 1985
(t/a Draper Valley Farms)				
Draper Valley Holdings LLC	Washington	CASCADE POULTRY COMPANY	15,424	November 19, 1974
(t/a Draper Valley Farms)			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	

## Trademark Applications

Coleman Natural Products, LLC U.S.A. THE (	Coleman Natural Products, LLC U.S.A. FRES	COleman Natural Products, LLC U.S.A. COLE	Coleman Natural Products, LLC U.S.A. THE (	KD Acquisition 1, LLC U.S.A. CHIC		Grantor Country
THE ORIGINAL BRAT HANS and Design	FRESH FOR THE FREEZER	COLEMAN NATURAL HAMPSHIRE and Design  WATURAL  HAMPSHIRE	THE CHOICE IS CLEAR	CHICK-A-SAURS	COLEMAN NATURAL GOAT	Mark
 77-827180	85-103471	78-972663	77-782662	77-392252	85-286568	Serial No.
September 15, 2009	August 9, 2010	September 12, 2006	July 16, 2009	February 8, 2008	April 5, 2011	Filing Date

### **Trade Names**

Grantor	FICTITIOUS/TRADE NAMES					
Draper Valley Holdings LLC	Draper Valley Farms (WA); Jim's Hauling					
KD Acquisition I, LLC	KD Acquisition (GA); King's Delight (GA); Penn Valley Farms (GA); Southeastern Freezer (GA)					
Petaluma Acquisition, LLC	Petaluma Acquisition (CA); Petaluma Poultry (CA); Willowbrook Feeds (CA); Lakeville Growers (CA)					
BC Natural Chicken, LLC	BC Natural Chicken (PA)					

### **Trademark Licenses**

None

**RECORDED: 05/23/2011**