

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
Petaluma Acquisition, LLC		05/23/2011	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 Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2919072	
Registration Number:	3000957	
Registration Number:	2883480	ROCKY
Registration Number:	3614467	ROCKY *NATURAL CHICKEN
Registration Number:	3510928	ROCKY DOGS
Registration Number:	3511138	ROCKY JR. FRYING CHICKEN SUSTAINABLY FARMED RAISED WITHOUT ANTIBIOTICS
Registration Number:	3511139	ROCKY JR. NATURAL CHICKEN
Registration Number:	2685394	ROCKY JUNIOR
Registration Number:	3523301	ROCKY THE RANGE CHICKEN
Registration Number:	3519318	ROCKY THE RANGE CHICKEN
Registration Number:	2314594	ROSIE

900192465

TRADEMARK
 REEL: 004545 FRAME: 0828

CH \$340.00 2919072

Registration Number:	3519317	ROSIE CERTIFIED ORGANIC FREE RANGE CHICKEN SUSTAINABLY FARMED RAISED WITHOUT ANTIBIOTICS
Registration Number:	3507856	ROSIE FREE RANGE CHICKEN

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
Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	05/23/2011

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

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

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. DEFINED TERMS. 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. 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 Section 2 of the Security Agreement (collectively, the "Trademark Collateral"):

(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. SECURITY FOR OBLIGATIONS. 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. SECURITY AGREEMENT. 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. AUTHORIZATION TO SUPPLEMENT. 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.

6. 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 other electronic transmission shall be deemed an original signature hereto.

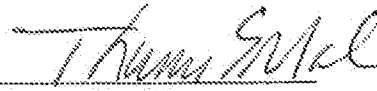
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, 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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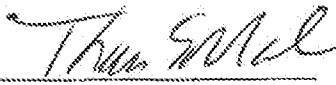
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:


COLEMAN NATURAL PRODUCTS, LLC,
a Delaware limited liability company

By: 
Name: Thomas E. Mahn
Title: Treasurer

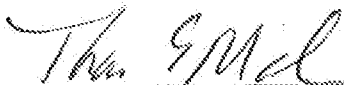
BC NATURAL CHICKEN, LLC,
a Delaware limited liability company

By: 
Name: Thomas E. Mahn
Title: Treasurer


DRAPER VALLEY HOLDINGS LLC,
a Delaware limited liability company

By: 
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

By: 
Name: Thomas E. Mahn
Title: Treasurer

**ACKNOWLEDGED AND
AGREED:**

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

By: 
Name: Michaelene Donegan
Title: Executive Director

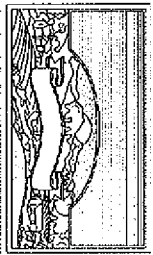


By: 
Name: Brett Delfino
Title: Executive Director


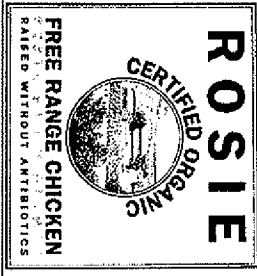

SCHEDULE I


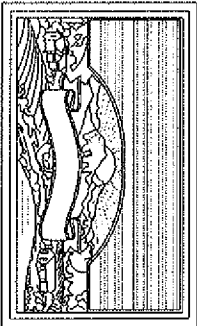
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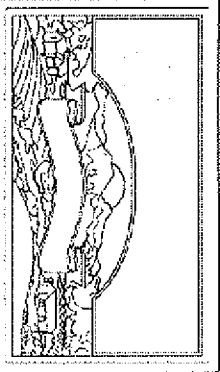
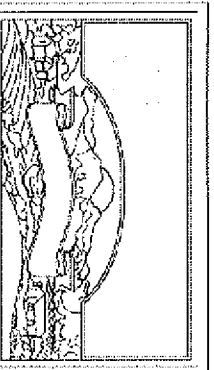
TRADEMARK SECURITY AGREEMENT





Trademark Registrations





Grantor	Country	Mark	Registration No.	Registration Date
Coleman Natural Products, LLC	Canada	COLEMAN	TMA368090	April 27, 1990
Coleman Natural Products, LLC	Canada	COLEMAN NATURAL	TMA698379	October 12, 2007
Coleman Natural Products, LLC	Canada	COLEMAN NATURAL DESIGN 	TMA680618	January 30, 2007
Coleman Natural Products, LLC	Canada	COLEMAN NATURAL SINCE 1875 & DESIGN 	TMA770756	June 25, 2010
Coleman Natural Products, LLC	Canada	COLEMAN ORGANIC	TMA761511	March 11, 2010
Coleman Natural Products, LLC	Canada	COLEMAN ORGANIC SINCE 1875 & DESIGN 	TMA791271	February 22, 2011
Petaluma Acquisition, LLC	Canada	ROCKY THE RANGE CHICKEN & DESIGN	TMA795530	April 13, 2011



Grantor	Country	Mark	Registration No.	Registration Date
Petaluma Acquisition, LLC	Canada	 <p>ROCKY THE RANGE CHICKEN</p> <p>ROSE CERTIFIED ORGANIC FREE RANGE CHICKEN & DESIGN</p>	TMA795531	April 13, 2011
Coleman Natural Products, LLC	China	 <p>ROSE CERTIFIED ORGANIC FREE RANGE CHICKEN RAISED WITHOUT ANTIBIOTICS</p> <p>COLEMAN NATURAL</p>	4393312	June 14, 2007
Coleman Natural Products, LLC	China	<p>MISCELLANEOUS DESIGN</p> 	4393313	June 14, 2007
Coleman Natural Products, LLC	European Community	COLEMAN	2920452	July 18, 2008
Coleman Natural Products, LLC	European Community	COLEMAN NATURAL	4164869	February 3, 2006
Coleman Natural Products, LLC	Japan	COLEMAN NATURAL BEEF	2704488	
Coleman Natural Products, LLC	Japan	COLEMAN NATURAL MEATS, INC.	2704487	



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


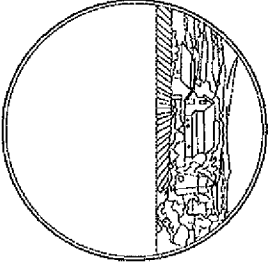
Grantor	Country	Mark	Registration No.	Registration Date
Coleman Natural Products, LLC	Mexico	COLEMAN NATURAL	878829	April 27, 2005
Coleman Natural Products, LLC	Mexico		1063578	September 30, 2008
Coleman Natural Products, LLC	Mexico	COLEMAN ORGANIC	1136805	December 21, 2009
Coleman Natural Products,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

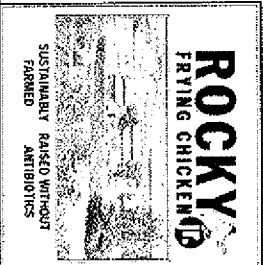


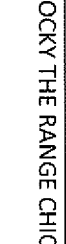

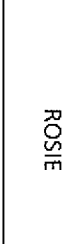
Grantor	Country	Mark	Registration No.	Registration Date
Petaluma Acquisition, LLC	WIPO – extended to Singapore	 ROSIE FREE RANGE CHICKEN & Design FREE RANGE CHICKEN	971571	July 22, 2008
Coleman Natural Products, LLC	WIPO	 COLEMAN NATURAL SINCE 1875 and design	903761	November 13, 2006
Coleman Natural Foods, LLC	WIPO – extended to S. Korea	 COLEMAN ORGANIC	941335	10/17/2007
BC Natural Chicken, LLC	U.S.A.	THE RIGHT CHICKEN	1,468,497	December 8, 1987
Coleman Natural Products, LLC	U.S.A.	COLEMAN	1,484,448	April 12, 1988
Coleman Natural Products, LLC	U.S.A.	COLEMAN and Design	3,398,372	March 18, 2008
				
Coleman Natural Products, LLC	U.S.A.	COLEMAN NATURAL	3,541,794	December 2, 2008
Coleman Natural Products, LLC	U.S.A.	COLEMAN NATURAL	3,167,394	November 7, 2006




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

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

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

Grantor	Country	Mark	Registration No.	Registration Date
Petaluma Acquisition, LLC	U.S.A.	 MISCELLANEOUS DESIGN	2,919,072	January 18, 2005
Petaluma Acquisition, LLC	U.S.A.	 MISCELLANEOUS DESIGN	3,000,957	September 27, 2005
Petaluma Acquisition, LLC	U.S.A.	ROCKY	2,883,480	September 14, 2004
Petaluma Acquisition, LLC	U.S.A.	ROCKY *NATURAL CHICKEN	3,614,467	May 5, 2009
Petaluma Acquisition, LLC	U.S.A.	ROCKY DOGS	3,510,928	October 7, 2008




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

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

State Trademarks Owned by Coleman/Related Entities

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

Trademark Applications

Grantor	Country	Mark	Serial No.	Filing Date
Coleman Natural Products, LLC	U.S.A.	COLEMAN NATURAL GOAT	85-286568	April 5, 2011
KD Acquisition 1, LLC	U.S.A.	CHICK-A-SAURS	77-392252	February 8, 2008
Coleman Natural Products, LLC	U.S.A.	THE CHOICE IS CLEAR	77-782662	July 16, 2009
Coleman Natural Products, LLC	U.S.A.	 COLEMAN NATURAL HAMPSHIRE and Design	78-972663	September 12, 2006
Coleman Natural Products, LLC	U.S.A.	FRESH FOR THE FREEZER	85-103471	August 9, 2010
Coleman Natural Products, LLC	U.S.A.	 THE ORIGINAL BRAT HANS and Design	77-827180	September 15, 2009
Coleman Natural Products, LLC	U.S.A.	 THE WAY NATURE INTENDED FOR OVER 125 YEARS	77-827182	September 15, 2009

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