

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
Barber Foods, LLC		05/31/2011	LIMITED LIABILITY COMPANY: MAINE
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:	10036		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3703761	CHICKEN GRILLABLES	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$40.00 3703761

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REEL: 004556 FRAME: 0104

Date:

06/07/2011

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of May, 2011, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, a "Grantor"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as Security Agent for the benefit of the Secured Creditors (together with its successors, the "Security Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second-Lien Credit Agreement dated as of September 30, 2010 (as amended, restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement") among Pierre Holdco, Inc., a Delaware corporation, AdvancePierre Foods, Inc. (f/k/a Pierre Foods, Inc.), a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and the Administrative Agent (together with the Lenders and the Security Agent, the "Secured Creditors"), the Secured Creditors have agreed to make certain financial accommodations available to the 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, pursuant to that certain Joinder to Security Agreement, dated as of the date hereof, by and among the Grantors and the Security Agent, the Grantors have joined that certain Security Agreement, dated as of September 30, 2010, among the Grantors, the other "Grantors" (as defined therein) 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") in order to induce the Secured Creditors to make certain financial accommodations to the Borrower; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to Agent, for the benefit of the Secured 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 Secured 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 Secured 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 Secured 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.

GRANTORS:

BARBER FOODS, LLC, a Maine limited liability company

By: 

Name: Craig Pellerin

Title: Chief Financial Officer

BARBER FOODS PROPERTY, LLC, a Delaware limited liability company

By: 

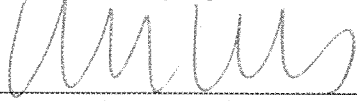
Name: Craig Pellerin

Title: Chief Financial Officer

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

SECURITY AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Security Agent

By: 

Name: ROBERT HETU
Title: MANAGING DIRECTOR

By: 

Name: Rahul Parmar
Title: Associate

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Grantor	Status
US	BARBER FOODS	1,108,134	12/5/1978	Barber Foods, LLC	Registered
US	BARBER FOODS (and Design)	1,364,728	10/8/1985	Barber Foods, LLC	Registered
US	BLASTERS	3,077,574	4/4/2006	Barber Foods, LLC	Registered
US	CHICKEN GRILLABLES	3,703,761	10/27/2009	Barber Foods, LLC	Registered (Supplemental Register)
US	DINNER, RESCUED	3,726,357 (77/552,914)	12/15/2009 (8/21/2008)	Barber Foods, LLC	Registered
US	DISTINCTIONS	2,294,194	11/23/1999	Barber Foods, LLC	Registered
US	REAL HOME-STYLE GOODNESS	1,827,586	3/22/1994	Barber Foods, LLC	Registered
US	REFRIGERATOR COMA	3,726,356 (77/552,900)	12/15/2009 (8/21/2008)	Barber Foods, LLC	Registered
US	THE FEARLESS CHICKEN COMPANY	3,253,250	6/19/2007	Barber Foods, LLC	Registered