

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Heartland Foods, Inc.		09/30/2010	CORPORATION: OKLAHOMA

**RECEIVING PARTY DATA**

<b>Name:</b>	Pierre Foods, Inc.
<b>Street Address:</b>	9990 Princeton Glendale Road
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45246
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3185196	BREAKAWAY
Registration Number:	2750744	FAST BREAKAWAY
Registration Number:	2956729	FULLY COOKED REDI-STEAK SLICED STEAK
Registration Number:	0739475	MINUTEMAN
Registration Number:	2902782	MINUTEMAN PHILLY STEAKS
Registration Number:	2911839	PHILLY KIT
Registration Number:	2093580	REDI-STEAK
Registration Number:	2105343	STEAK-EZE
Registration Number:	1994274	STEAK-EZE
Registration Number:	2918460	THE LEADER IN PHILLY STYLE STEAKS
Registration Number:	2115911	THE ORIGINAL BREAKAWAY STEAK

**CORRESPONDENCE DATA**

Fax Number: (937)443-6635  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

**900194213**

**TRADEMARK  
 REEL: 004559 FRAME: 0979**

**OP \$290.00 3185196**

Phone: 937-443-6958  
Email: trademarks@thompsonhine.com  
Correspondent Name: Theodore D. Lienesch  
Address Line 1: P.O. Box 8801  
Address Line 4: Dayton, OHIO 45401-8801

ATTORNEY DOCKET NUMBER:	026721-2061 HEARTLAND FDS
NAME OF SUBMITTER:	Theodore D. Lienesch
Signature:	/theodore d lienesch/
Date:	06/13/2011
Total Attachments: 5 source=20110613094434218#page1.tif source=20110613094434218#page2.tif source=20110613094434218#page3.tif source=20110613094434218#page4.tif source=20110613094434218#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made this 30th day of September, 2010, by and between HEARTLAND FOODS, INC., an Oklahoma corporation with a principal place of business at 201 South Raleigh Road, Enid, Oklahoma 73701 ("Assignor"), and PIERRE FOODS, INC., a Delaware corporation with a principal place of business at 9990 Princeton Glendale Road, Cincinnati, Ohio 45246, ("Assignee").

WITNESSETH:

WHEREAS, Advance Food Company Holdings, Inc. ("Parent"), Advance Food Company, Inc., certain shareholders of Parent ("Shareholders"), and Assignee are parties to that certain Stock Purchase Agreement dated as of July 27, 2010 (as amended, "Stock Purchase Agreement");

WHEREAS, Assignor is an Affiliate of certain Shareholders;

WHEREAS, pursuant to the Stock Purchase Agreement, Parent and the Shareholders agreed to cause Assignor to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Heartland Assets including, but not limited to, the trademarks set forth on Schedule A hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby (the "Transferred Trademarks"); and

WHEREAS, pursuant to the Stock Purchase Agreement, Assignor and Assignee have agreed to enter into this Trademark Assignment pursuant to which the Transferred Trademarks will be conveyed to Assignee.

NOW THEREFORE, in consideration of the promises and of the mutual agreements, covenants, representations and warranties contained hereinafter and in the Stock Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meaning set forth in the Stock Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases from Assignor, all of Assignor's right, title and interest in, to and under the Transferred Trademarks.
3. Further Assurances. Assignor agrees, without further consideration, to perform such further actions and execute and deliver such further documents as Assignee may reasonably request to effectuate this Trademark Assignment and to permit Assignee to be duly recorded as the record owner of the rights hereby conveyed.

4. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Delaware without reference to the choice of law principles thereof.
5. Terms of the Stock Purchase Agreement. Assignor and Assignee acknowledge and agree that any and all representations, warranties, covenants, agreements and indemnities with respect to the Transferred Trademarks contained in the Stock Purchase Agreement will remain in full force and effect to the full extent provided therein and that this Trademark Assignment will not supercede, diminish, expand or qualify any such representations, warranties, covenants, agreements and indemnities. For the avoidance of doubt, Assignor and Assignee further acknowledge and agree that Assignee's sole recourse for the breach of any representations, warranties, covenants and agreements relating to the Transferred Trademarks will be as set forth in the Stock Purchase Agreement.
6. Counterparts. This Trademark Assignment may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. In the event that any signature to this Trademark Assignment or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or email delivery of a ".pdf" format data file to deliver a signature to this Trademark Assignment or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be signed by their respective officers as of the date first written above.

HEARTLAND FOODS, INC.

By: 

Name: GREG ALLEN

Title:

PIERRE FOODS, INC.

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Heartland Trademark Assignment]


TRADEMARK  
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be signed by their respective officers as of the date first written above.

HEARTLAND FOODS, INC.

By: \_\_\_\_\_  
Name:  
Title:

PIERRE FOODS, INC.

By:   
Name: Craig R Bellorn  
Title: CFO

[Signature Page to Heartland Trademark Assignment]

SCHEDULE A

Transferred Trademarks

Jurisdiction	Mark	Reg. No.	Reg. Date	Status
United States	BREAKAWAY	3,185,196	12/19/2006	Registered
United States	FAST BREAKAWAY	2,750,744	8/12/2003	Registered
United States	REDI STEAK and design	2,956,729	5/31/2005	Registered
United States	MINUTEMAN	739,475	10/16/1962	Renewed
United States	MINUTEMAN and design	2,902,782	11/16/2004	Registered
United States	PHILLY KIT	2,911,839	12/14/2004	Registered
United States	REDI-STEAK	2,093,580	9/2/1997	Renewed
United States	STEAK-EZE and design	2,105,343	10/14/1997	Renewed
United States	STEAK-EZE	1,994,274	8/20/1996	Renewed
United States	THE LEADER IN PHILLY STYLE STEAKS	2,918,460	1/18/2005	Registered
United States	THE ORIGINAL BREAKAWAY STEAK	2,115,911	11/25/1997	Renewed