

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pilgrim's Pride Corporation of West Virginia, Inc.		10/01/2004	CORPORATION: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	PPC Marketing, Ltd.		
Street Address:	1770 Promontory Circle		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80634		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1689616	GRILL GOURMET	
CORRESPONDENCE DATA			
Fax Number:	9702329927		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(970) 225-6700		
Email:	kcollins@nocolegal.com		
Correspondent Name:	Kay L. Collins		
Address Line 1:	103 W. Mountain Ave.		
Address Line 2:	Suite 200		
Address Line 4:	Fort Collins, COLORADO 80524		
ATTORNEY DOCKET NUMBER:	IP10151104-GRILL GOURMET		
NAME OF SUBMITTER:	Kay L. Collins		
Signature:	/Kay L. Collins/		

OP \$40.00 1689616

Date:

05/23/2012

Total Attachments: 4

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Trademark Assignment

This Trademark Assignment (this "Assignment") is made as of October 1, 2004 (the "Effective Date"), by and between Pilgrim's Pride Corporation of West Virginia, Inc., a West Virginia corporation ("Assignor") and PPC Marketing, Ltd., a Texas Limited Partnership ("Assignee"), whose general partner is Pilgrim's Pride Corporation, a Delaware corporation (each a "Party," collectively the "Parties").

PRELIMINARY STATEMENTS

A. The Assignor owns any and all rights in and to certain trademarks and/or service marks identified in Schedule A and Schedule B attached hereto and the applications and registrations therefor shown in the said Schedule A and Schedule B (the "Trademarks"); and

B. The Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign to the Assignee, all of the Assignor's rights, title, and interest in and to the Trademarks, and the good will associated therewith.

C. The Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Assignment of the Trademarks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees to assign, transfer and convey, and hereby assigns, transfers and conveys, to the Assignor all rights, title and interest in and to the Trademarks, any other registration and application for the Trademarks, and any common law rights in and to the Trademarks, existing anywhere in the world and under any law, together with all of the good will of the business symbolized by the Trademarks, and together with all rights to recover for damages and profits and all other rights and remedies for infringement of the Trademarks, whether past, present or future infringement. As of the Effective Date, the Assignee shall own, and be the sole owner of, all of the rights, title and interest in and to the Trademarks.

2. **Further Assurance.** The Assignor from time to time hereafter and without further consideration, upon reasonable request of the Assignee, covenants and agrees to execute and deliver all such other and additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more effectively grant, convey, and assign all of the Assignor's rights, title and interest in and to the Trademarks to the Assignee and facilitate the recognition of the transferred ownership of such rights, title and interest in the Assignee by all third parties and applicable governmental agencies and authorities.

3. **Entire Agreement; Modification; Waiver.** This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the Parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the Parties. A waiver of any term, condition or provision in this Assignment by either Party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed

as a waiver of any other provision of this Assignment. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

4. **Severability.** If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles that would require the application of the law of any other jurisdiction.

The Parties have executed this Agreement as of the date indicated in the first sentence.

**PILGRIM'S PRIDE CORPORATION OF
WEST VIRGINIA, INC.,**
A West Virginia corporation

By: Robert A. Wright
Name: ROBERT WRIGHT
Title: VP

PPC MARKETING, LTD.,
A Texas limited partnership

By its General Partner, Pilgrim's Pride
Corporation, a Delaware corporation

By: Daniel Emery
Name: DANIEL EMERY
Title: VP MKT

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF Dallas)

On this 14 day of October, 2004, before me personally appeared Robert A. Wright, on behalf of Pilgrim's Pride Corporation of Delaware, Inc., known to me, or proved to me, to be the person whose name is subscribed to the foregoing instrument Trademark Assignment and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of October, 2004.



TERRI PRUNEDA
Notary Public
State of Texas
My Commission Expires
June 28, 2007

Terri Pruneda
Notary Public's Signature
Printed name: Terri Pruneda

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF Dallas)

On this 14 day of October, 2004, before me personally appeared Daniel Emery, on behalf of Pilgrim's Pride Corporation, the General Partner of PPC Marketing, Ltd., known to me, or proved to me, to be the person whose name is subscribed to the foregoing instrument Trademark Assignment and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of October, 2004.



TERRI PRUNEDA
Notary Public
State of Texas
My Commission Expires
June 28, 2007

Terri Pruneda
Notary Public's Signature
Printed name: Terri Pruneda

DRAGON-WINGS	America	73218457	1138869	19-Aug-1980
EASY ENTREES	America	74311869	1770255	11-May-1993
FAST-FRY CHICKEN	America	73740517	1536557	25-Apr-1989
FILET O'BREST	America	73550659	1537841	2-May-1989
GOLD FINGERS & Design	America	73404203	1308187	4-Dec-1984
GRILL GOURMET	America	74095294	1689616	26-May-1992
HAWAIIAN EYE	America	72271833	854269	6-Aug-1968
HEAVENLY HOG	America	73514131	1360869	17-Sep-1985
HI (Stylized)	America	73030559	1119824	5-Jun-1979
HONEY-CRISP	America	72169061	777113	16-Sep-1964
HONEY-CRUNCH	America	72438155	979522	26-Feb-1974
HONEY-DIPT	America	72435018	996529	22-Oct-1974
HONEY-DIPT & Design	America	73127798	1087405	14-Mar-1978
HOT LIPS & Design	America	73440613	1395047	27-May-1986
HOT ROD 'R	America	74300007	1796020	28-Sep-1993
HUM-DINGER	America	73628315	1451071	4-Aug-1987
Hume Dingher Design	America	73715867	1553047	22-Aug-1989
HUME DINGHER'S	America	73711267	1539447	16-May-1989
IMPERIAL SESAME	America	75288455	2241154	20-Apr-1999
INTERNATIONAL DESTINATIONS	America	75449505	2333744	21-Mar-2000
ITALIANI	America	73508596	1378303	14-Jan-1986
ITALIANI/LS	America	73753525	1542762	6-Jun-1989
ITALIANNI'S	America	74347697	1795411	28-Sep-1993
ITALIANNI'S & Design	America	74548411	2242308	4-May-1999
ITALIANNI'S PASTA PIZZA & VINO & Design	America	74604938	2413327	19-Dec-2000
L & Design	America	73700030	1519985	10-Jan-1989
LIME-BREST/LS	America	73753560	1577947	16-Jan-1990
Lip Shape Design	America	73527709	1364731	8-Oct-1985
LITTLE DIPPERS	America	73159259	1192575	23-Mar-1982
LITTLE DRUMMERS	America	73355655	1273705	10-Apr-1984
LITTLE STARS	America	73618101	1429680	17-Feb-1987
MARINATA	America	73508598	1381639	4-Feb-1986