

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cagle's Inc. | | 06/15/2012 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | JCG Foods LLC | | |
| Street Address: | 1300 W. Higgins Road | | |
| City: | Park Ridge | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60068 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2501455 | TALMADGE FARM | |
| Registration Number: | 2604699 | TALMADGE FARM | |
| Registration Number: | 2777764 | DOUGLAS COUNTY FARMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4042536901 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 404.253.6925 | | |
| Email: | tdmkatlanta@duanemorris.com | | |
| Correspondent Name: | Michelle P. Gallon | | |
| Address Line 1: | Duane Morris LLP, 1075 Peachtree Street | | |
| Address Line 2: | Suite 2000 | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | F7507-00002 | | |
| NAME OF SUBMITTER: | Michelle P. Gallon | | |

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|---|------------|
| Signature: | /mpg/ |
| Date: | 06/15/2012 |
| Total Attachments: 6 source=Assignment of US Trademarks#page1.tif source=Assignment of US Trademarks#page2.tif source=Assignment of US Trademarks#page3.tif source=Assignment of US Trademarks#page4.tif source=Assignment of US Trademarks#page5.tif source=Assignment of US Trademarks#page6.tif | |

ASSIGNMENT OF U.S. TRADEMARK REGISTRATIONS

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 15, 2012 ("Effective Date") by and between Cagle's, Inc., a Georgia corporation with its principal office at 2000 Hills Avenue NW, Atlanta, Georgia, 30318 ("Assignor"), and JCG Foods LLC, a Delaware limited liability company with its principal place of business at 1300 W. Higgins Road, Park Ridge, Illinois 60068 ("Assignee").

WHEREAS, Assignor and Assignee are parties that certain Second Amended and Restated Asset Purchase Agreement dated as of May 10, 2012 (the "Purchase Agreement"), a copy of which has been filed with the U.S. Bankruptcy Court for the Northern District of Georgia, Atlanta Division ("Bankruptcy Court"), Chapter 11 Case 11-80202-JB (Jointly Administered), *In Re: Cagle's, Inc. and Cagle's Farms, Inc., Debtors*, and the conveyance effected hereby is being made pursuant to that certain "Order (A) Approving Asset Purchase Agreement and Authorizing the Sale of Assets of the Debtors Outside of the Ordinary Course of Business, (B) Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances and Interests, (C) Authorizing the Assumption and Sale and Assignment of Certain Executory Contracts and Unexpired Leases, and (D) Granted Related Relief" entered May 11, 2012 by the Bankruptcy Court (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, Assignor is the owner of certain trademarks, including without limitation (1) the United States trademark registrations set forth on Schedule A attached hereto, and (2) the trade names set forth on Schedule B attached hereto, in each case, together, with the goodwill of the business associated therewith (collectively, the "Marks");

WHEREAS, Assignor owns and has registered certain domain names, including the domain names listed on Schedule C attached hereto (the "Domain Names"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, the Marks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and other legal representatives all of Assignor's right, title and interest in and to the Domain Names and the Marks including, without limitation, any registrations and applications therefore, any renewals and extensions of registrations, all common law rights and rights in foreign jurisdictions therein, together with the goodwill of the business symbolized thereby, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due and payable as of the Effective Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

All representations and warranties from Assignor to Assignee in the Purchase Agreement with respect to the Marks and other rights assigned above are incorporated herein by reference.

This Assignment is being delivered pursuant to the Purchase Agreement and nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor or Assignee contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

CAGLE'S, INC.

Assignor

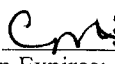
By: 

Name: Sean M. Harding

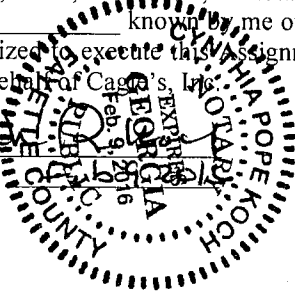
Title: Vice President - Restructuring

STATE OF GEORGIA

On this ____ day of June, 2012, before me, a Notary Public in and for the State foresaid, personally appeared Sean Harding known by me or proven to me to be the person above named and an officer of Cagle's, Inc., duly authorized to execute this Assignment on behalf of Cagle's, Inc., who signed and executed the foregoing instrument on behalf of Cagle's, Inc.

Notary Public: 

My Commission Expires: Feb 9, 2016



JCG FOODS LLC

Assignee

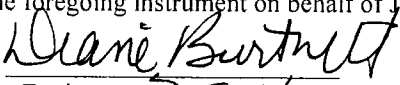
By: 

Name: Mark J. Kaminsky

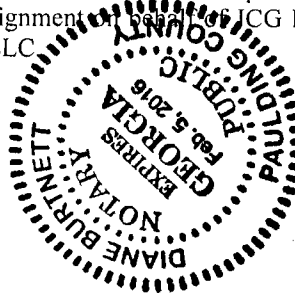
Title: Secretary

STATE OF Georgia

On this 15th day of June, 2012, before me, a Notary Public in and for the State foresaid, personally appeared Mark J. Kaminsky known by me or proved to me to be the person above named and an officer of JCG Foods LLC, duly authorized to execute this Assignment on behalf of JCG Foods LLC, who signed and executed the foregoing instrument on behalf of JCG Foods LLC.

Notary Public: 

My Commission Expires: 2-5-2016



SCHEDULE A

REGISTERED U.S. TRADEMARKS

| Mark | Filing Date | Reg. No./Issue Date |
|---------------------------------------|-------------|---------------------------|
| 10326-3150 Talmadge Farm | 4/19/1982 | 1,250,573 - 9/6/1983 |
| 10326-3140 Talmadge Farm | 4/19/1982 | 1,250,574 - 9/6/1983 |
| 10326-3130 Talmadge Farm | 12/22/1999 | 2,501,455 - 10/30/2001 |
| 10326-3040 Talmadge Farm | 10/26/2001 | 2,604,699 - 8/6/2002 |
| 10326-3070 Douglas County Farms | 12/16/2002 | 2,777,764 - 10/28/2003 |

SCHEUDLE B

TRADE NAMES

Cagle's
Cagle's, Inc.
Cagle's Farms
Cagle's Farms, Inc.
Douglas County Farms
Mrs. Letty's
Talmadge Farm

SCHEDULE C

DOMAIN NAME REGISTRATION

www.cagles.net