

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>JCG Foods LLC</td> <td></td> <td>06/15/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>JCG Foods of Georgia LLC</td> <td></td> <td>06/15/2012</td> <td>LIMITED LIABILITY COMPANY: GEORGIA</td> </tr> <tr> <td>JCG Farms of Georgia LLC</td> <td></td> <td>06/15/2012</td> <td>LIMITED LIABILITY COMPANY: GEORGIA</td> </tr> <tr> <td>JCG Foods of Alabama LLC</td> <td></td> <td>06/15/2012</td> <td>LIMITED LIABILITY COMPANY: ALABAMA</td> </tr> <tr> <td>JCG Farms of Alabama LLC</td> <td></td> <td>06/15/2012</td> <td>LIMITED LIABILITY COMPANY: ALABAMA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	JCG Foods LLC		06/15/2012	LIMITED LIABILITY COMPANY: DELAWARE	JCG Foods of Georgia LLC		06/15/2012	LIMITED LIABILITY COMPANY: GEORGIA	JCG Farms of Georgia LLC		06/15/2012	LIMITED LIABILITY COMPANY: GEORGIA	JCG Foods of Alabama LLC		06/15/2012	LIMITED LIABILITY COMPANY: ALABAMA	JCG Farms of Alabama LLC		06/15/2012	LIMITED LIABILITY COMPANY: ALABAMA	
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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: 5																									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2501455</td> <td>TALMADGE FARM</td> </tr> <tr> <td>Registration Number:</td> <td>2604699</td> <td>TALMADGE FARM</td> </tr> <tr> <td>Registration Number:</td> <td>2777764</td> <td>DOUGLAS COUNTY FARMS</td> </tr> <tr> <td>Serial Number:</td> <td>85653345</td> <td></td> </tr> <tr> <td>Serial Number:</td> <td>85653350</td> <td></td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	2501455	TALMADGE FARM	Registration Number:	2604699	TALMADGE FARM	Registration Number:	2777764	DOUGLAS COUNTY FARMS	Serial Number:	85653345		Serial Number:	85653350								
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Serial Number:	85653345																								
Serial Number:	85653350																								
CORRESPONDENCE DATA																									

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Fax Number: 6785532602

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6785532601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.012600
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NAME OF SUBMITTER:	LaShana C. Jimmar
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Signature:	/LaShana C. Jimmar/
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Date:	06/15/2012
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**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th of June, 2012, 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 Administrative Agent for the Secured Parties (together with its successors, "Administrative Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of June 15, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among JCG FOODS LLC, a Delaware limited liability company ("Parent"), JCG FARMS OF GEORGIA LLC, a Georgia limited liability company, JCG FOODS OF GEORGIA LLC, a Georgia limited liability company, JCG FOODS OF ALABAMA LLC, an Alabama limited liability company, JCG FARMS OF ALABAMA LLC, an Alabama limited liability company, as borrowers (together with Parent, each individually a "Borrower" and collectively, "Borrowers"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders"), Rabobank, in its capacity as administrative agent for the Lenders ("Administrative Agent"), Administrative Agent and the other agents party thereto, Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

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 Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated as of June 15, 2012 (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 Administrative 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 Administrative 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 (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 Administrative 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 Administrative 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 Administrative 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 Administrative Agent promptly (and in any event within two (2) Business Days) 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 Administrative 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 Administrative 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 Loan 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 Loan 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 Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan 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 Loan 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.

[remainder of 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:**


**JCG FOODS LLC**, a Delaware limited liability company

**JCG FOODS OF GEORGIA LLC**, a Georgia limited liability company

**JCG FARMS OF GEORGIA LLC**, a Georgia limited liability company

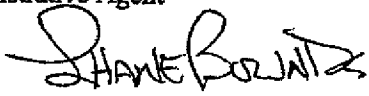
**JCG FOODS OF ALABAMA LLC**, an Alabama limited liability company

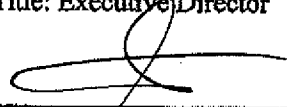
**JCG FARMS OF ALABAMA LLC**, an Alabama limited liability company

By:   
Mark J. Kaminsky, Secretary

**ACKNOWLEDGED AND  
AGREED:**

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

By:   
Name: D. Shane Bownds  
Title: Executive Director

By:   
Name: Izumi Fukushima  
Title: Executive Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 004802 FRAME: 0813**

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Registration and Application Numbers</b>	<b>Registration Date</b>
Talmadge Farm	2,501,455	10/30/2001
Talmadge Farm	2,604,699	8/6/2002
Douglas County Farms	2,777,764	10/28/2003
Cagle's	85/653,345	6/15/2012
Cagle's Foods	85/653,350	6/15/2012

**SCHEDULE II**

**TRADE NAMES**

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

**SCHEDULE III**

**DOMAIN NAME REGISTRATION**

**www.cagles.net**

SCHEDULE TO  
TRADEMARK SECURITY AGREEMENT