

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advance Food Company, Inc.		10/10/2012	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Security Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Serial Number:	76653515	54TH STREET DELI FROM ADVANCE FOOD COMPANY	
Serial Number:	74377669	BREAKFAST PALS	
Serial Number:	74102629	CHAR D'OEUVRE	
Serial Number:	77176675	EXCLUSIVE CUT	
Serial Number:	73627174	GORGES	
Serial Number:	73431256	IT'S THE VEAL THING	
Serial Number:	73501073	IT'S THE VEAL THING	
Serial Number:	76495222	KITCHEN SENSATIONS	
Serial Number:	76206499	KITCHEN SENSATIONS	
Serial Number:	76495223	KITCHEN SENSATIONS	
Serial Number:	74390451	MESQUITE BROIL	
Serial Number:	78367042	PHILLY FREEDOM	
Serial Number:	78387487	PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS	
Serial Number:	78372161	PUB STEAK BURGER	

OP \$915.00 76653515

Serial Number:	78372175	PUB STYLE BURGER
Serial Number:	73023304	QUIK-TO-FIX
Serial Number:	74149274	REDI RIBS
Serial Number:	76477182	SERVING UP SUCCESS
Serial Number:	76264478	SMARTSERVE
Serial Number:	75617491	SMARTSERVE
Serial Number:	76264479	SMARTSERVE
Serial Number:	75617490	SMARTSERVE
Serial Number:	76565534	TASTY FILLET
Serial Number:	76510868	TASTY STEAK
Serial Number:	74148028	TASTYRIB
Serial Number:	73627175	TENDERBROIL
Serial Number:	76510867	THE COUNTRY FRIED STEAK EXPERTS
Serial Number:	78710791	THE LEGEND
Serial Number:	78710795	THE LEGEND COUNTRY FRIED STEAK
Serial Number:	85421399	THE PUB
Serial Number:	85421602	THE PUB STEAK BURGER
Serial Number:	75803114	VEAL ITALIETTE
Serial Number:	76472415	VEAL PETITE OSSO BUCO
Serial Number:	76471824	VEAL PETITE RACKS
Serial Number:	76494248	VINCELLO VEAL
Serial Number:	76552543	VINCELLO VEAL

#### CORRESPONDENCE DATA

Fax Number: 2123548113

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

Phone: 212-819-8200

Email: iprecordations@whitecase.com

Correspondent Name: Andrew Fessak/White & Case LLP

Address Line 1: 1155 Avenue of the Americas

Address Line 2: Patent and Trademark Department

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2309-TM-ADVFOOD
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NAME OF SUBMITTER:	Andrew Fessak
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Signature:	/Andrew Fessak/
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**TRADEMARK**  
**REEL: 004881 FRAME: 0634**

10/15/2012

**Total Attachments: 8**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 10th day of October, 2012, among the Grantors listed on the signature pages hereof (“Grantors” and each, a “Grantor”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Security Agent for the Secured Creditors (together with its successors, the “Security Agent”).

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain First-Lien Credit Agreement dated as of even date herewith (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., a Delaware corporation, as borrower (“Borrower”), the lenders party thereto as “Lenders” (“Lenders”), and the Administrative Agent (together with the Lenders, the “Lender Creditors”), the Lender Creditors have agreed to make certain financial accommodations available to 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, the Credit Parties may enter into (or be a party to) one or more secured Hedging Agreements with a Hedging Creditor (the Hedging Creditors and the Lending Creditors are herein called the “Secured Creditors”);

WHEREAS, in order to induce the Lender Creditors to enter into the Credit Agreement and the other Credit Documents and to induce the Lender Creditors to make financial accommodations to Borrower as provided for in the Credit Agreement, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Security Agreement dated as of October 10, 2012 among the Grantors 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”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Security 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, collaterally 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, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks 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.

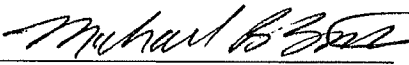
ADVANCEPIERRE FOODS, INC.

By: 

Name: Michael B. Sims

Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

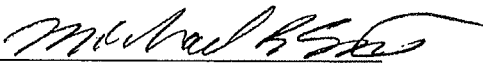
ADVANCE BRANDS, LLC

By: 

Name: Michael B. Sims

Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

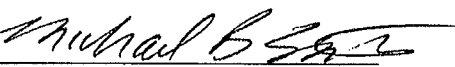
ADVANCE FOOD COMPANY, INC.

By: 

Name: Michael B. Sims

Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

BARBER FOODS, LLC

By: 

Name: Michael B. Sims

Title: Chief Financial Officer, Vice President,  
Treasurer and Secretary

[Signature Page to AdvancePierre Foods Trademark Security Agreement]

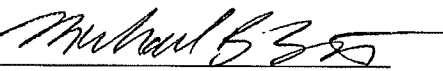
CLOVERVALE FARMS, LLC

By: 

Name: Michael B. Sims

Title: Senior Vice President, Treasurer and  
Assistant Secretary

ZARTIC, LLC

By: 

Name: Michael B. Sims

Title: Senior Vice President, Treasurer and  
Assistant Secretary

[Signature Page to AdvancePierre Foods Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004881 FRAME: 0640**



ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Security Agent

By: 

Name: Dusan Lazarov

Title: Director

By: 

Name: Benjamin Souh

Title: Vice President

[Signature Page to AdvancePierre Foods Trademark Security Agreement]

For internal use only

TRADEMARK  
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SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**

Owned Trademarks

54TH STREET DELI FROM ADVANCE FOOD COMPANY and Design	U.S.	19-FEB-2008	3385888	17-JAN-2006	76653515	Advance Food Company, Inc.	Registered
BREAKFAST PALS	U.S.	04-JUL-1995	1903684	12-APR-1993	74377669	Advance Food Company, Inc.	Registered
CHAR D'OEUVRE	U.S.	29-OCT-1991	1662616	01-OCT-1990	74102629	Advance Food Company, Inc.	Registered
EXCLUSIVE CUT	U.S.	07-OCT-2008	3513372	09-MAY-2007	77176675	Advance Food Company, Inc.	Registered
GORGES	U.S.	15-MAR-1988	1480931	27-OCT-1986	73627174	Advance Food Company, Inc.	Registered
IT'S THE VEAL THING	U.S.	18-SEP-1984	1296605	21-JUN-1983	73431256	Advance Food Company, Inc.	Registered
IT'S THE VEAL THING and Design	U.S.	23-APR-1985	1332465	25-SEP-1984	73501073	Advance Food Company, Inc.	Registered
KITCHEN SENSATIONS	U.S.	13-JAN-2004	2804581	05-MAR-2003	76495222	Advance Food Company, Inc.	Registered
KITCHEN SENSATIONS	U.S.	28-JAN-2003	2681727	07-FEB-2001	76206499	Advance Food Company, Inc.	Registered
KITCHEN SENSATIONS and Design	U.S.	13-JAN-2004	2804582	05-MAR-2003	76495223	Advance Food Company, Inc.	Registered
MESQUITE BROIL	U.S.	15-NOV-1994	1863397	14-MAY-1993	74390451	Advance Food Company, Inc.	Registered
PHILLY FREEDOM	U.S.	25-JUL-2006	3121529	12-FEB-2004	78367042	Advance Food Company, Inc.	Registered
PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS and Design	U.S.	01-AUG-2006	3124403	19-MAR-2004	78387487	Advance Food Company, Inc.	Registered
PUB STEAK BURGER	U.S.	27-NOV-2007	3345022	23-FEB-2004	78372161	Advance Food Company, Inc.	Registered
PUB STYLE BURGER	U.S.	27-NOV-2007	3345023	23-FEB-2004	78372175	Advance Food Company, Inc.	Registered
QUIK-TO-FIX and Design	U.S.	01-JUN-1976	1040675	05-JUN-1974	73023304	Advance Food Company, Inc.	Registered
REDI RIBS	U.S.	09-JUN-1992	1693360	19-MAR-1991	74149274	Advance Food Company, Inc.	Registered
SERVING UP SUCCESS	U.S.	27-JUL-2004	2867554	20-DEC-2002	76477182	Advance Food Company, Inc.	Registered
SMARTSERVE	U.S.	01-JUL-2003	2731225	30-MAY-2001	76264478	Advance Food Company, Inc.	Registered

SMARTSERVE	U.S.	11-SEP-2001	2486586	08-JAN-1999	75617491	Advance Food Company, Inc.	Registered
SMARTSERVE (Stylized)	U.S.	17-JUN-2003	2726469	30-MAY-2001	76264479	Advance Food Company, Inc.	Registered
SMARTSERVE (Stylized)	U.S.	26-JUN-2001	2463199	08-JAN-1999	75617490	Advance Food Company, Inc.	Registered
TASTY FILLET	U.S.	13-SEP-2005	2996125	05-DEC-2003	76565534	Advance Food Company, Inc.	Registered
TASTY STEAK	U.S.	28-SEP-2004	2888491	30-APR-2003	76510868	Advance Food Company, Inc.	Registered
TASTYRIB	U.S.	24-DEC-1991	1669611	15-MAR-1991	74148028	Advance Food Company, Inc.	Registered
TENDERBROIL	U.S.	08-MAR-1988	1479792	27-OCT-1986	73627175	Advance Food Company, Inc.	Registered
THE COUNTRY FRIED STEAK EXPERTS	U.S.	21-SEP-2004	2885850	30-APR-2003	76510867	Advance Food Company, Inc.	Registered
THE LEGEND	U.S.	02-OCT-2007	3303910	12-SEP-2005	78710791	Advance Food Company, Inc.	Registered
THE LEGEND COUNTRY FRIED STEAK and Design	U.S.	02-OCT-2007	3303911	12-SEP-2005	78710795	Advance Food Company, Inc.	Registered
THE PUB	U.S.	08-MAY-2012	4138862	13-SEP-2011	85421399	Advance Food Company, Inc.	Registered
THE PUB STEAK BURGER and Design	U.S.	08-MAY-2012	4138879	13-SEP-2011	85421602	Advance Food Company, Inc.	Registered
VEAL ITALIETTE	U.S.	27-JUN-2000	2362398	20-SEP-1999	75803114	Advance Food Company, Inc.	Registered
VEAL PETITE OSSO BUCO	U.S.	22-FEB-2005	2928368	03-DEC-2002	76472415	Advance Food Company, Inc.	Registered
VEAL PETITE RACKS	U.S.	12-JUL-2005	2968824	03-DEC-2002	76471824	Advance Food Company, Inc.	Registered
VINCELLO VEAL	U.S.	27-JUL-2004	2866192	03-MAR-2003	76494248	Advance Food Company, Inc.	Registered
VINCELLO VEAL and Design	U.S.	26-OCT-2004	2896934	29-SEP-2003	76552543	Advance Food Company, Inc.	Registered