

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Barber Foods, LLC</td> <td></td> <td>10/10/2012</td> <td>LIMITED LIABILITY COMPANY: MAINE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Barber Foods, LLC		10/10/2012	LIMITED LIABILITY COMPANY: MAINE	
Name	Formerly	Execution Date	Entity Type						
Barber Foods, LLC		10/10/2012	LIMITED LIABILITY COMPANY: MAINE						
<b>RECEIVING PARTY DATA</b>									
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								
<b>PROPERTY NUMBERS Total: 9</b>									
Property Type	Number	Word Mark							
Serial Number:	73114916	BARBER FOODS							
Serial Number:	73527538	BARBER FOODS							
Serial Number:	78401443	BLASTERS							
Serial Number:	77620366	CHICKEN GRILLABLES							
Serial Number:	77552914	DINNER, RESCUED.							
Serial Number:	75495091	DISTINCTIONS							
Serial Number:	74368519	REAL HOME-STYLE GOODNESS							
Serial Number:	77552900	REFRIGERATOR COMA							
Serial Number:	78809634	THE FEARLESS CHICKEN COMPANY							
<b>CORRESPONDENCE DATA</b>									
Fax Number:	2123548113								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Phone:	212-819-8200								

OP \$240.00 73114916

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-BARBER
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NAME OF SUBMITTER:	Andrew Fessak
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Signature:	/Andrew Fessak/
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Date:	10/15/2012
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**Total Attachments: 7**

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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.

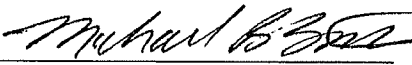
ADVANCEPIERRE FOODS, INC.

By: 

Name: Michael B. Sims

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

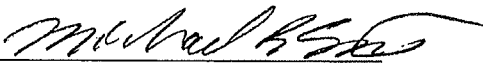
ADVANCE BRANDS, LLC

By: 

Name: Michael B. Sims

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

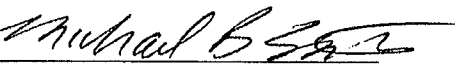
ADVANCE FOOD COMPANY, INC.

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: 

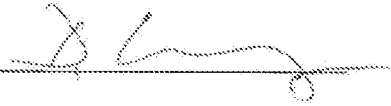
Name: Michael B. Sims

Title: Senior Vice President, Treasurer and  
Assistant Secretary

[Signature Page to AdvancePierre Foods Trademark Security Agreement]

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  
REEL: 004881 FRAME: 0651



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

Owned Trademarks

BARBER FOODS	U.S.	05-DEC-1978	1108134	07-FEB-1977	73114916	Barber Foods, LLC	Registered
BARBER FOODS and Design	U.S.	08-OCT-1985	1364728	18-MAR-1985	73527538	Barber Foods, LLC	Registered
BLASTERS	U.S.	04-APR-2006	3077574	14-APR-2004	78401443	Barber Foods, LLC	Registered
CHICKEN GRILLABLES	U.S.	27-OCT-2009	3703761	24-NOV-2008	77620366	Barber Foods, LLC	Registered
DINNER, RESCUED.	U.S.	15-DEC-2009	3726357	21-AUG-2008	77552914	Barber Foods, LLC	Registered
DISTINCTIONS	U.S.	23-NOV-1999	2294194	02-JUN-1998	75495091	Barber Foods, LLC	Registered
REAL HOME-STYLE GOODNESS	U.S.	22-MAR-1994	1827586	16-MAR-1993	74368519	Barber Foods, LLC	Registered
REFRIGERATOR COMA	U.S.	15-DEC-2009	3726356	21-AUG-2008	77552900	Barber Foods, LLC	Registered
THE FEARLESS CHICKEN COMPANY	U.S.	19-JUN-2007	3253250	08-FEB-2006	78809634	Barber Foods, LLC	Registered
BARBER FOODS	Canada	20-MAY-2003	TMA58 1943	29-JAN-2001	10907830 0	Barber Foods, LLC	Registered
BARBER FOODS & Design	Canada	20-MAY-2003	TMA58 1944	29-JAN-2001	10907820 0	Barber Foods, LLC	Registered
DISTINCTIONS	Canada	31-MAR-2003	TMA57 8624	29-JAN-2001	10907840 0	Barber Foods, LLC	Registered
REAL HOME-STYLE GOODNESS	Canada	18-JUN-2004	TMA61 3141	29-JAN-2001	10907850 0	Barber Foods, LLC	Registered
BARBER FOODS and Design	Honduras			14-MAY-2001	01001938	Barber Foods, LLC	Pending

NEWYORK 8648922

**RECORDED: 10/15/2012**

**TRADEMARK  
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