

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Pilgrim's Pride Corporation		08/10/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Cal-Maine Foods, Inc.
Street Address:	3320 West Woodrow Wilson Ave.
City:	Jackson
State/Country:	MISSISSIPPI
Postal Code:	39209
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
Property Type	Number	Word Mark
Registration Number:	2164616	EGGS PLUS

**CORRESPONDENCE DATA**

Fax Number: 6019690905  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 601-948-6813  
 Email: rholladay@cmfoods.com  
 Correspondent Name: Robert L. Holladay, Jr.  
 Address Line 1: 3320 West Woodrow Wilson Ave.  
 Address Line 4: Jackson, MISSISSIPPI 39209

NAME OF SUBMITTER:	/Robert L. Holladay, Jr./
Signature:	/Robert L. Holladay, Jr./
Date:	11/05/2012

Total Attachments: 7

OP \$40.00 2164616

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**INTANGIBLE ASSET ASSIGNMENT AGREEMENT**

This Intangible Asset Assignment Agreement (the "Assignment") is made as of August 10, 2012 (the "Effective Date") by and between **Pilgrim's Pride Corporation**, a Delaware corporation ("Assignor"), and **Cal-Maine Foods, Inc.**, a Delaware corporation ("Assignee").

**BACKGROUND:**

For many years Assignor has engaged in the production, grading, packaging and distribution of shell eggs and related activities primarily in the south central United States (the "Business"). Assignor has entered into an Agreement for Sale and Purchase of Assets (the "Purchase Agreement") with Assignee dated July 17, 2012, pursuant to which Assignee will be purchasing the assets of the Business from Assignor. Assignor and Assignee desire to enter into this Assignment to transfer to Assignee certain intellectual property and other intangible assets related to the Business (the "Intangible Assets"). Accordingly, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**OPERATIVE PROVISIONS:**

1. Assignment of Marks. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts Assignor's worldwide right, title and interest in and to: (i) the business names and other trade names set forth in Schedule I hereto; (ii) the United States trademark registrations and applications for registration identified and set forth on Schedule II hereto; (iii) the common law trademarks, service marks, copyrights, and other intellectual property used in the Business, including, but not limited to those listed or described in Schedule II; (iv) all goodwill connected with the foregoing and use thereof and symbolized thereby, and (v) rights to bring claims for damages, and the right to take such damages, resulting from past, current, or future infringement of the foregoing (the foregoing collectively referred to herein as the "Assigned Marks"). Assignor covenants and agrees to refrain from using any trade name or mark in any way similar or related to, in Assignee's reasonable discretion, the Assigned Marks.

2. Assignment of Domain Names. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts Assignor's worldwide right, title and interest in and to (i) the domain names and registrations therefore set forth in Schedule III hereto and (ii) the common law trademark, copyright, and other intellectual property and goodwill of the business connected with the use thereof and symbolized thereby (the "Assigned Domain Names"). Assignor covenants and agrees to refrain from registering or using any domain name in any way similar or related to, in Assignee's reasonable discretion, the Assigned Domain Names. Assignor further covenants and agrees to cooperate fully with Assignee in transferring registration of the Assigned Domain Names with the appropriate domain name registrar,

EXECUTION VERSION

including, but not limited to, its execution of any required documents or consents, or otherwise confirming its acceptance of the transfer of registration to Assignee.

3. Transfer of Intangible Assets. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor (whether inside or outside of the United States) in and to the goodwill and all other intangible assets currently used in connection with the Business, including, without limitation, if and to the extent in existence, any and all contract rights, trade secrets, all patents and patent applications, inventions and invention disclosures or other documents evidencing new inventions, including continuations, divisionals, provisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, designs, software, copyrights, database rights and design rights, mask work rights and moral rights in published and unpublished works, along with renewals, continuations, reversions and extensions of the foregoing and all rights therein, registered and unregistered trademarks, service marks, trade names, service names, industrial designs, brand names, trade dress rights, logos, internet domain names and email addresses containing the internet domain names, identifying symbols, logos, emblems, signs or insignia and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, all intellectual property rights arising from or in respect of technology and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

4. Further Assurances; Actions. The parties hereby acknowledge that certain of the Assigned Marks, Assigned Domain Names and/or Assigned Intangible Assets may not have been duly endorsed in favor of Assignor following the relevant purchase or acquisition by, or transfer or assignment to, Assignor. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee. Without limiting the foregoing in any way, Assignor hereby constitutes and appoints Assignee the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and resubstitution, in the name and stead of Assignor to carry out all the actions necessary or appropriate in carrying out the purposes and intent of this Assignment, Assignor declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

5. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, with respect to any trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, with the Governing Law and Jurisdiction provisions set forth in Sections 9.03 and 9.04 of the Purchase Agreement.

*[Signatures on following page.]*

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:  
**PILGRIM'S PRIDE CORPORTION**

ASSIGNEE:  
**CAL-MAINE FOODS, INC.**

By: William Louette  
Name: William Louette  
Title: CEO

By: \_\_\_\_\_  
Adolphus B. Baker, President

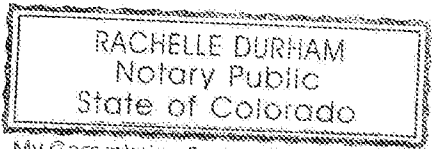
STATE OF TEXAS )  
) ss.:  
COUNTY OF Weld )

Colorado

This instrument was acknowledged before me on this 10<sup>th</sup> day of August 2012, by William Louette who is the CEO of Pilgrim's Pride Corporation, a Delaware corporation, on behalf of said corporation.

Rachelle Durham  
Notary Public

STATE OF MISSISSIPPI )  
) ss.:  
COUNTY OF HINDS )



My Commission Expires April 20, 2013

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_ 2012, within my jurisdiction, the within named Adolphus B. Baker, who acknowledged that he is the President of Cal-Maine Foods, Inc., a Delaware corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official set of office, this the \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Notary Public

*Signature Page to Intangible Asset Assignment Agreement*

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

ASSIGNEE:

**PILGRIM'S PRIDE CORPORTION**

**CAL-MAINE FOODS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Adolphus B. Baker  
Adolphus B. Baker, President

STATE OF TEXAS                     )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

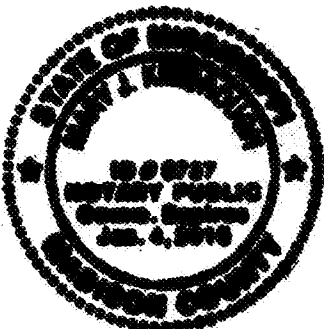
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by \_\_\_\_\_ who is the \_\_\_\_\_ of Pilgrim's Pride Corporation, a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF MISSISSIPPI             )  
  ) ss.:  
COUNTY OF HINDS                 )

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 10<sup>th</sup> day of August 2012, within my jurisdiction, the within named Adolphus B. Baker, who acknowledged that he is the President of Cal-Maine Foods, Inc., a Delaware corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official set of office, this the 10<sup>th</sup> day of August 2012.



May J. Kerntz  
Notary Public  
Exp 1-4-2016

*Signature Page to Intangible Asset Assignment Agreement*

**SCHEDULE I**

**BUSINESS NAMES AND OTHER TRADE NAMES**

N/A

## SCHEDULE II

TRADEMARKS SERVICE MARKS, COPYRIGHT AND OTHER INTELLECTUAL  
PROPERTY

Mark	Owner	Registration No./ Application No.	Registration Date/Application Date
1. Eggs Plus	Pilgrim's Pride Corporation	2164616	June 9, 1998
2. EggsPlus	Pilgrim's Pride Corporation	2975706	July 26, 2005
3. N/A			



**SCHEDULE III**  
**ASSIGNED DOMAIN NAMES**

I. www.\_\_\_\_\_.com

Registered with \_\_\_\_\_ IP address \_\_\_\_\_