

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 Brands, LLC		10/10/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1686581	ADVANCE FAST FIXIN'
Registration Number:	2307028	ADVANCE FAST FIXIN'
Registration Number:	3619730	BISTRO CLASSICS
Registration Number:	3616516	BISTRO CLASSICS
Registration Number:	2891651	DINING ON THE GO
Registration Number:	3521240	FAST CLASSICS
Registration Number:	2296897	FAST FIXIN'
Registration Number:	3016005	FAST FIXIN' RESTAURANT STYLE
Registration Number:	3577981	PARTY ON THE GO
Registration Number:	2661627	ADVANCE BRANDS

CORRESPONDENCE DATA

Fax Number: 3026365454

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

**TRADEMARK**

CH \$265.00 1686581

*via US Mail.*

Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	451279
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/10/2012

**Total Attachments: 8**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Advance Brands, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 10, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Deutsche Bank Trust Company Americas

Street Address: 60 Wall Street

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s) \_\_\_\_\_

1686581 (see attached Schedule I for additional items)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Doris Ka, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: 80 Pine Street  
Cahill Gordon & Reindel LLP

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 212-269-5420

Email Address: dka@cahill.com

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

December 5, 2012

Date

Doris Ka, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SECOND-LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND-LIEN 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").

**WITNESSETH:**

WHEREAS, pursuant to that certain Second-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 Second-Lien 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.**

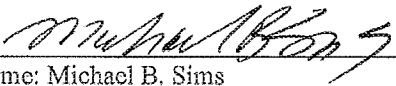
9. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, 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.

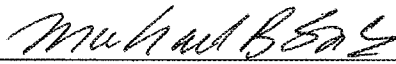
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

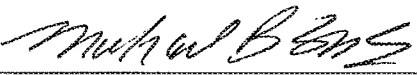
**ADVANCE BRANDS, LLC**, a Delaware limited liability company

By:   
Name: Michael B. Sims  
Title: Chief Financial Officer, Vice President, Treasurer and Secretary

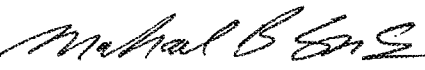
**ADVANCE FOOD COMPANY, INC.**, an Oklahoma corporation

By:   
Name: Michael B. Sims  
Title: Chief Financial Officer, Vice President, Treasurer and Secretary

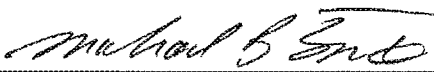
**ADVANCEPIERRE FOODS, INC.**, a Delaware corporation

By:   
Name: Michael B. Sims  
Title: Chief Financial Officer, Vice President, Treasurer and Secretary

**BARBER FOODS, LLC**, a Maine limited liability company

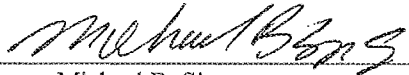
By:   
Name: Michael B. Sims  
Title: Chief Financial Officer, Vice President, Treasurer and Secretary

**CLOVERVALE FARMS, LLC**, an Ohio limited liability company

By:   
Name: Michael B. Sims  
Title: Senior Vice President, Treasurer and Assistant Secretary

[Trademark Agreement Signature Page]

ZARTIC, LLC, an Ohio limited liability company

By: 

Name: Michael B. Sims

Title: Senior Vice President, Treasurer and Assistant Secretary

[Trademark Agreement Signature Page]

**TRADEMARK**  
**REEL: 004915 FRAME: 0595**



**ACCEPTED AND ACKNOWLEDGED BY:**

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as Security Agent

By:   
Name: **Dusan Lazarov**  
Title: **Director**

~~By: \_\_\_\_\_  
Name: **Erin Morrissey**  
Title: **Director**~~

[Trademark Security Agreement Signature Page]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Owned Trademarks

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner	Status
ADVANCE FAST FIXIN'	U.S.	12-MAY-1992	1686581	03-JUN-1991	74173000	Advance Brands, LLC	Registered
ADVANCE FAST FIXIN' and Design	U.S.	11-JAN-2000	2307028	19-MAR-1998	75453369	Advance Brands, LLC	Registered
BISTRO CLASSICS	U.S.	12-MAY-2009	3619730	21-SEP-2006	77004513	Advance Brands, LLC	Registered
BISTRO CLASSICS and Design	U.S.	05-MAY-2009	3616516	21-DEC-2006	77069287	Advance Brands, LLC	Registered
DINING ON THE GO	U.S.	05-OCT-2004	2891651	17-JUL-2002	76431527	Advance Brands, LLC	Registered
FAST CLASSICS	U.S.	21-OCT-2008	3521240	04-DEC-2006	77056669	Advance Brands, LLC	Registered
FAST FIXIN'	U.S.	30-NOV-1999	2296897	19-MAR-1998	75453370	Advance Brands, LLC	Registered
FAST FIXIN' RESTAURANT STYLE	U.S.	15-NOV-2005	3016005	04-MAR-2004	76579215	Advance Brands, LLC	Registered
PARTY ON THE GO	U.S.	17-FEB-2009	3577981	02-MAR-2006	78827522	Advance Brands, LLC	Registered
ADVANCE BRANDS	U.S.	17-DEC-2002	2661627	07-NOV-2000	76160780	Advance Brands, LLC	Registered
FAST FIXIN' and Design	Mexico	22-MAY-2007	984686	29-MAR-2006	774716	Advance Brands, LLC	Registered

NEWYORK 8648922