

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
Zartic, LLC		10/10/2012	LIMITED LIABILITY COMPANY: OHIO
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: 19			
Property Type	Number	Word Mark	
Registration Number:	3034011	QUICKSTEAKZ	
Registration Number:	2291869	CIRCLE Z	
Registration Number:	1393615	CRISPY STEAK	
Registration Number:	2173119	FRYZ	
Registration Number:	1883072	FRYZ	
Registration Number:	0767262	H HI-BRAND	
Registration Number:	0801032	HENDERSON'S PORTION PAK	
Registration Number:	0805677	HI-BRAND	
Registration Number:	2130582	HONEY HUGGED	
Registration Number:	2180724	JIM'S COUNTRY MILL SAUSAGE	
Registration Number:	2918684	RANCHMEN'S	
Registration Number:	2171440	ROCKIN' ROASTED	
Registration Number:	2996498	RUSSLER	
Registration Number:	2944429	SHOOTERZ	

TRADEMARK

Registration Number:	2178646	SQV
Registration Number:	2130583	WING DEMONS
Registration Number:	2834190	WING DEMONS HOT 'N SPICY
Registration Number:	2125738	ZARTIC
Registration Number:	2132637	Z-BIRD

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent 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:	451279-9
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):

Zartic, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company - Ohio
- 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) _____

3034011 (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: 19

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.**

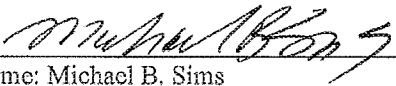
9. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has,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

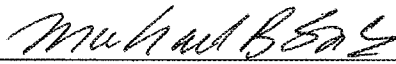
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

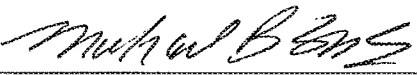
ADVANCE BRANDS, LLC, a Delaware limited liability company

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

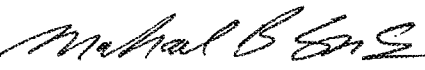
ADVANCE FOOD COMPANY, INC., an Oklahoma corporation

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

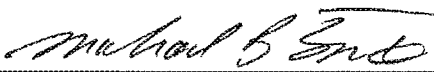
ADVANCEPIERRE FOODS, INC., a Delaware corporation

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

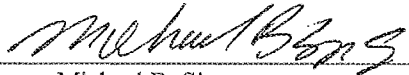
CLOVERVALE FARMS, LLC, an Ohio limited liability company

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

[Trademark Agreement Signature Page]

TRADEMARK
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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: 0707

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

QUICKSTEAKZ	U.S.	27-DEC-2005	3034011	10-NOV-2004	76620038	Zartic, LLC	Registered
CIRCLE Z	U.S.	16-NOV-1999	2291869	18-FEB-1997	75243649	Zartic, LLC	Registered
CRISPY STEAK	U.S.	13-MAY-1986	1393615	04-SEP-1984	73497636	Zartic, LLC	Registered
FRYZ	U.S.	14-JUL-1998	2173119	18-AUG-1997	75343005	Zartic, LLC	Registered
FRYZ and Design	U.S.	07-MAR-1995	1883072	15-JUL-1993	74412548	Zartic, LLC	Registered
H HI-BRAND and Design	U.S.	24-MAR-1964	0767262	09-MAY-1963	72168487	Zartic, LLC	Registered
HENDERSON'S PORTION PAK	U.S.	28-DEC-1965	0801032	17-SEP-1964	72202079	Zartic, LLC	Registered
HI-BRAND and Design	U.S.	15-MAR-1966	0805677	23-APR-1964	72191841	Zartic, LLC	Registered
HONEY HUGGED	U.S.	20-JAN-1998	2130582	18-FEB-1997	75243648	Zartic, LLC	Registered
JIM'S COUNTRY MILL SAUSAGE	U.S.	11-AUG-1998	2180724	08-SEP-1997	75352835	Zartic, LLC	Registered
RANCHMEN'S	U.S.	18-JAN-2005	2918684	22-JAN-2004	76571313	Zartic, LLC	Registered
ROCKIN' ROASTED	U.S.	07-JUL-1998	2171440	18-AUG-1997	75343011	Zartic, LLC	Registered
RUSSLER	U.S.	20-SEP-2005	2996498	07-JAN-2004	76568743	Zartic, LLC	Registered
SHOOTERZ	U.S.	26-APR-2005	2944429	25-SEP-2002	76454943	Zartic, LLC	Registered
SQV	U.S.	04-AUG-1998	2178646	17-SEP-1997	75358227	Zartic, LLC	Registered
WING DEMONS	U.S.	20-JAN-1998	2130583	18-FEB-1997	75243661	Zartic, LLC	Registered
WING DEMONS HOT 'N SPICY and Design	U.S.	20-APR-2004	2834190	03-JUL-2003	76527711	Zartic, LLC	Registered
ZARTIC	U.S.	30-DEC-1997	2125738	18-FEB-1997	75243028	Zartic, LLC	Registered
Z-BIRD	U.S.	27-JAN-1998	2132637	18-FEB-1997	75243660	Zartic, LLC	Registered
FRYZ and Design	Canada	25-MAR-1999	TMA51 0017	14-MAR-1995	077778300	Zartic, LLC	Registered

NEWYORK 8648922

RECORDED: 12/10/2012

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