

## 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
Wayne Farms LLC		08/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	A New York State Licensed Branch of A Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	3751519	ALL NATURAL	
Registration Number:	3589295	BARBAQUOOS	
Registration Number:	1741511	BUFFALOOS	
Registration Number:	3011327	BUFFALOOS	
Registration Number:	3067565	COLOSSAL BITES	
Registration Number:	3732243	COLOSSALOOS	
Registration Number:	3049694	CRISPY FLIERS	
Registration Number:	1369311	DUTCH QUALITY HOUSE	
Registration Number:	1219304	DUTCH QUALITY HOUSE	
Registration Number:	1021321	FLAVOR BEST	
Registration Number:	2102050	GAR LIPPERS	
Registration Number:	2608213	INNOVATION CENTRAL	

Registration Number:	3232646	INNOVATION CENTRAL WAYNE FARMS LLC
Registration Number:	2953567	INTELLISHIP
Registration Number:	2624288	NATURELLE
Registration Number:	2817318	PLATINUM HARVEST
Serial Number:	85500635	PLATINUM HARVEST
Registration Number:	3034546	THE BIG FRITTER
Registration Number:	0980466	WAYNE FARMS
Registration Number:	2257934	WAYNE FARMS
Registration Number:	3564644	
Registration Number:	4371372	WAYNE FARMS
Registration Number:	3615035	QUICK CREATIONS
Serial Number:	85944008	WAYNE FARMS LLC ALL NATURAL HALAL NO ART

**CORRESPONDENCE DATA**

Fax Number: 6785532602  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: (678) 553-2601  
Email: jimmarl@gtlaw.com  
Correspondent Name: LaShana C. Jimmar  
Address Line 1: Greenberg Traurig, LLP  
Address Line 2: 3333 Piedmont Road, NE, Suite 2500  
Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.013500
NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	09/03/2013

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") dated as of August 30, 2013, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, in its capacity as administrative agent (together with its permitted successors and assigns, "*Administrative Agent*") for the Secured Parties.

### WITNESSETH:

WHEREAS, WAYNE FARMS LLC, a Delaware limited liability company ("*Borrower*"), as borrower, the various financial institutions party thereto from time to time as "Lenders" (each a "*Lender*", and collectively, the "*Lenders*"), and Administrative Agent have entered into that certain Third Amended and Restated Credit Agreement dated as of August 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"); and

WHEREAS, Grantors and Administrative Agent have entered into that certain Second Amended and Restated Pledge and Security Agreement dated as of August 30, 2013 (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 Administrative Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Administrative Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor's right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "*Trademark Collateral*");

(a) all of such Grantor's trademarks, service marks, trade names, corporate names, company names, business names, trade dress, fictitious business names, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application, including those referred to on Schedule I hereto;

(b) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions and misappropriations thereof;

(c) all income, royalties, damages, and other payments now and hereafter due and/or payable with respect to any of the foregoing;

(d) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above; and

(e) all products and proceeds of the foregoing.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and 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 Grantors, or any of them, to Administrative Agent, the Secured Parties, or any of them, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The rights and remedies of Administrative 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.

5. 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 agreement. In proving this Trademark Security Agreement or any other Loan 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 other electronic transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. This Trademark Security Agreement shall be construed in accordance with and governed by the internal laws of the State of New York applicable to contract made and to be performed wholly within such State, without reference to any choice or conflict of laws or rules provisions which might otherwise be applicable.

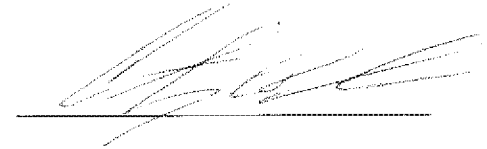
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer or officers thereunto duly authorized as of the date first above written.

**GRANTOR:**

**WAYNE FARMS LLC**

By:



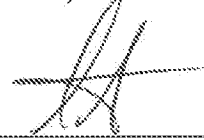
Name: Courtney E. Fazekas

Title: Vice President, Chief Financial  
Officer and Treasurer

ACKNOWLEDGED AND AGREED:

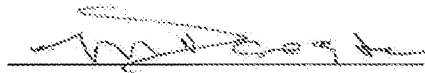
COÖPERATIEVE CENTRALE  
RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK NEDERLAND", NEW  
YORK BRANCH, as Administrative Agent

By:



Name: Steve Gilbert  
Title: Executive Director

By:



Name: Michalene Donegan  
Title: Executive Director

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

Grantor: Wayne Farms LLC

Country	Mark	Registration No.	Registration Date
US	ALL NATURAL & Design	3751519	2/23/2010
Mexico	QUICK CREATIONS	570415	2/24/1997
US	BARBAQUOOS	3589295	03/10/2009
US	BUFFALOOS	1741511	12/22/1992
US	BUFFALOOS & Design	3011327	11/01/2005
US	COLOSSAL BITES	3067565	3/14/2006
US	COLOSSALOOS	3732243	12/29/2009
US	CRISPY FLIERS	3049694	1/24/2006
Canada	DUTCH QUALITY HOUSE	TMA679130	1/9/2007
US	DUTCH QUALITY HOUSE	1369311	11/5/1985
Canada	DUTCH QUALITY HOUSE & Design	TMA679981	1/22/2007
US	DUTCH QUALITY HOUSE, PLUS DESIGN	1219304	12/7/1982
US	FLAVOR BEST	1021321	9/23/1975
US	GAR LIPPERS	2102050	9/30/1997
US	INNOVATION CENTRAL	2608213	8/13/2002
US	INNOVATION CENTRAL & Design	3232646	4/24/2007
US	INTELLISHIP	2953567	12/15/2004
US	NATURELLE	2624288	9/24/2002 7/21/2012

Schedule I to Trademark Security Agreement

Country	Mark	Registration No.	Registration Date
US	PLATINUM HARVEST	2817318	2/24/2004
US	PLATINUM HARVEST & Design	41910069	8/14/2012
US	THE BIG FRITTER	3034546	12/27/2005
Canada	WAYNE FARMS	TMA652568	10/11/2005
Russian Federation	WAYNE FARMS	174 124	4/13/1999
Ukraine	WAYNE FARMS	19057	3/15/2001
US	WAYNE FARMS	980466	3/12/1974
Canada	WAYNE FARMS & DESIGN	TMA652688	11/15/2005
China (Peoples Republic)	WAYNE FARMS Logo	1374056	3/14/2000
Russian Federation	WAYNE FARMS Logo	173 392	3/24/1999
Ukraine	WAYNE FARMS Logo	19056	3/15/2001
US	WAYNE FARMS Logo	2257934	6/29/1999
US	DESIGN (Stylized barn and silo behind hills, beside a tree and in front of a rising or setting sun)	3564644	1/20/2009
US	WAYNE FARMS & Logo	4371372	7/23/2013
US	QUICK CREATIONS	3615035	5/5/2009

**Trademark Applications**

Grantor: Wayne Farms LLC

Country	Trademark Application	Application Serial No.	Application Filing Date
US	WAYNE FARMS LLC ALL NATURAL HALAL NO ARTIFICIAL INGREDIENTS NO ADDED HORMONES NO PRESERVATIVES	85 944,008	5/28/2013

Schedule I to Trademark Security Agreement



	MINIMALLY PROCESSED FEDERAL REGULATIONS PROHIBIT THE USE OF HORMONES IN POULTRY		
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Schedule I to Trademark Security Agreement

ATL 19282697v3

**RECORDED: 09/03/2013**

**TRADEMARK  
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