

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Albertville Quality Foods, Inc.		10/31/2013	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
Name:	THL CORPORATE FINANCE LLC, as Administrative Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3219748	TOP CHICK	
Registration Number:	2728821	TOP CHICK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6175269899		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	73675/062		
NAME OF SUBMITTER:	Christine Slattery		
Signature:	/Christine Slattery/		

CH \$65.00 3219748

**TRADEMARK**

Date:

10/31/2013

Total Attachments: 5

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**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2013 (this “Security Agreement”), is made by Albertville Quality Foods, Inc., a Tennessee corporation (the “Grantor”), in favor of THL CORPORATE FINANCE LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, Albertville Quality Foods, Inc., a Tennessee corporation (“AQF”) and Southern Quality Meats, Inc., a Mississippi corporation (“SQM” and, together with AQF, collectively, the “Borrowers”), Food Processing Holdings, LLC, a Delaware limited liability company (the “Parent”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Term Loan Agreement, dated as of October 31, 2013 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Loan Agreement”);

**WHEREAS**, in connection with the Loan Agreement, the Borrowers, the Parent and certain of the Parent’s Subsidiaries have entered into the Guaranty and Security Agreement, dated as of October 31, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Loan Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4 Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5 Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

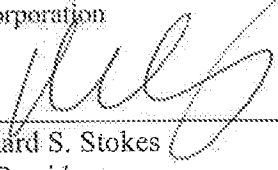
**Section 6 Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 7 Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[signature page to follow]

IN WITNESS WHEREOF, the 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.

**ALBERTVILLE QUALITY FOODS, INC.,** a  
Tennessee corporation

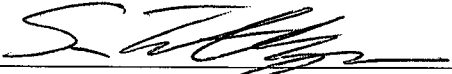
By:   
Name: Richard S. Stokes  
Title: Vice President

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**THL CORPORATE FINANCE LLC**

By: 

Name: Sam W. Tillinghast

Title: Co-President

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

**Trademarks**

**I. REGISTERED TRADEMARKS**

<b>Filing Date</b>	<b>Serial Number</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Owner</b>
01/06/2006	78786737	TOP CHICK	3219748	Albertville Quality Foods, Inc.
04/10/2002	76395780	TOP CHICK	2728821	Albertville Quality Foods, Inc.