

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
AdvancePierre Foods, Inc.		02/12/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Security Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4348198	BACONADDICT	
Registration Number:	4241853	QUIK-TO-FIX	
Serial Number:	85779856	SEASONED SELECTS	
Serial Number:	86077229	STEAK-EZE CHOPHOUSE FAVORITES	
Serial Number:	86050538	SUN JAMWICH	
Serial Number:	86050570	SUN JAMWICH PEANUT-FREE SANDWICHES	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
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:	014806-005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/14/2014
<p>Total Attachments: 6</p> <p>source=2-14-14 AdvancePierre Foods Inc-TM#page1.tif</p> <p>source=2-14-14 AdvancePierre Foods Inc-TM#page2.tif</p> <p>source=2-14-14 AdvancePierre Foods Inc-TM#page3.tif</p> <p>source=2-14-14 AdvancePierre Foods Inc-TM#page4.tif</p> <p>source=2-14-14 AdvancePierre Foods Inc-TM#page5.tif</p> <p>source=2-14-14 AdvancePierre Foods Inc-TM#page6.tif</p>	

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Supplemental Trademark Security Agreement”) is made this 12th day of February, 2014, between the Grantor listed on the signature pages hereof (the “Grantor”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as Security Agent for the Secured Creditors (together with its successors, the “Security Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second-Lien Credit Agreement dated as of October 10, 2012 (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 (as defined below) 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 Grantor 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 between the Grantor 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”);

WHEREAS, the Grantor entered into a Trademark Security Agreement with the Security Agent dated as of October 10, 2012; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Security Agent, for the benefit of the Secured Creditors, this Supplemental 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 Grantor hereby agrees 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. The 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 Supplemental Trademark Security Agreement as the "Security Interest") in the 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 the Grantor's rights corresponding thereto throughout the world, and (vi) all of the 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 the 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 Supplemental Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor 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 the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Supplemental 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. The 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 Supplemental Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Supplemental Trademark Security Agreement shall automatically apply thereto. The Grantor 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 Grantor's obligations under this Section, the Grantor hereby authorizes the Security Agent unilaterally to modify this Supplemental Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Supplemental 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 Supplemental Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Supplemental 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 Supplemental 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 SUPPLEMENTAL 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 Supplemental 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 Supplemental Trademark Security Agreement or any other Credit Document refer to this Supplemental Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Supplemental Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Supplemental Trademark Security Agreement unless otherwise specified. Any reference in this Supplemental 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 Supplemental 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, dated as of October 10, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Supplemental Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

ADVANCEPIERRE FOODS, INC.

By: Michael B. Sims

Name: Michael B. Sims

Title: Chief Financial Officer, Vice President,
Treasurer and Secretary

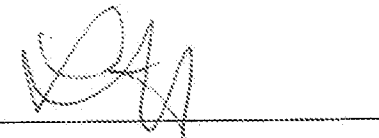
ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Security Agent

By: 

Name: Dusan Lazarov

Title: Director

By: 

Name: Lisa Wong

Title: Vice President

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner	Status
BACONADDICT	U.S.	6/4/2013	4,348,198	9/7/2012	85/979,104	AdvancePierre Foods, Inc.	Registered
QUIK-TO-FIX	U.S.	11/13/2012	4,241,853	4/4/2012	85/588,626	AdvancePierre Foods, Inc.	Registered
SEASONED SELECTS	U.S.			1/15/2012	85/779,856	AdvancePierre Foods, Inc.	Pending
STEAK-EZE CHOPHOUSE FAVORITES & Design	U.S.			9/27/2013	86/077,229	AdvancePierre Foods, Inc.	Pending
SUN JAMWICH	U.S.			8/28/2013	86/050,538	AdvancePierre Foods, Inc.	Pending
SUN JAMWICH PEANUT- FREE SANDWICHES & Design	U.S.			8/28/2013	86/050,570	AdvancePierre Foods, Inc.	Pending