

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COBANK, ACB, as resigning Administrative Agent		02/11/2015	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as successor Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	1944178	BIG VALUE	
Registration Number:	1584906	BIG VALUE	
Registration Number:	1149074	CHICKEN INTERNATIONAL	
Registration Number:	3000405	CHRIS P. CHICKEN	
Registration Number:	3000406	CHRIS P. CHICKEN	
Registration Number:	2795289	DISH IN A DASH	
Registration Number:	3055929	EARLY BIRD	
Registration Number:	0771567	EARLY BIRD	
Registration Number:	2164616	EGGS PLUS	
Registration Number:	1329885	ELEGANT ENTREES	
Registration Number:	3405440	FRIDGE-TO-FREEZER PAK	
Registration Number:	1642937	FRYERKIST	
Registration Number:	1295307	GK	
Registration Number:	2319451	GK	
Registration Number:	0914175	GOLD KISTGK	
Registration Number:	1009993	GK GOLD KIST	

CH \$915.00 1944178

Property Type	Number	Word Mark
Registration Number:	1214516	GOLD KIST
Registration Number:	2072535	GOLD KIST FARMS
Registration Number:	2036847	HONEYKIST
Registration Number:	0968737	MEDALLION
Registration Number:	1664228	MEDALLION
Registration Number:	1655659	MEDALLION
Registration Number:	3000404	
Registration Number:	1641404	OVENKIST
Registration Number:	3356323	QUICKEN EASY
Registration Number:	2095757	SAVORY RECIPES
Registration Number:	3464264	SMART'N SAVORY
Registration Number:	3191792	THE GO-TO CHICKEN COMPANY
Registration Number:	1685639	WINNING TASTE RECIPE CONTEST
Registration Number:	2980662	WINNING TASTE RECIPE CONTEST
Registration Number:	1615887	YOUNG 'N TENDER
Registration Number:	1333432	"YOUNG 'N TENDER"
Serial Number:	77543668	FOOD BEFORE FUEL
Serial Number:	78943195	NATURE SELECT
Registration Number:	2704875	CHICKEN RING THINGS
Registration Number:	2704874	RING THINGS

CORRESPONDENCE DATA

Fax Number: 6785532602

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (678) 553-2601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.010900
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	02/11/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") dated as of February 11, 2015 is by and among COBANK, ACB, in its capacity as resigning Administrative Agent (in such capacity, the "Resigning Agent"), COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as Administrative Agent, in its capacity as successor Administrative Agent (in such capacity, the "Successor Agent"), and the Borrowers identified on the signature pages hereto.

WHEREAS, the Credit Agreement (as amended, modified and supplemented from time to time, the "Credit Agreement") dated as of December 28, 2009 was entered into by and among Pilgrim's Pride Corporation, a Delaware Corporation, To-Ricos, Ltd., a Bermuda company, and To-Ricos Distribution, Ltd., a Bermuda company (collectively, the "Borrowers"), the Lenders parties thereto, and the Administrative Agent identified therein, and the Patent Security Agreement ("Patent Security Agreement"), the Trademark Security Agreement ("Trademark Security Agreement"), and the Copyright Security Agreement ("Copyright Security Agreement") (collectively, the "IP Security Agreements"), each dated as of December 28, 2009, were entered into by and among Pilgrim's Pride Corporation and CoBank, ACB, as the Administrative Agent identified therein;

WHEREAS, in connection with the resignation of CoBank, ACB as Administrative Agent and the appointment of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch as Administrative Agent as successor Administrative Agent pursuant to the Resignation and Appointment of Agent dated as of February 11, 2015 ("Resignation Agreement"), the Resigning Agent desires to assign all of its right, title and interest in and to the intellectual property included in the Collateral ("Intellectual Property Collateral") to the Successor Agent, including the Intellectual Property Collateral identified on Schedule 1 hereto; and

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement and the IP Security Agreements.

2. Assignment. The Resigning Agent irrevocably transfers, assigns, grants, and conveys, without any representation, warranty or recourse, to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral identified on Schedule 1 hereto, the IP Security Agreements, all security interests in the Intellectual Property Collateral arising under the Loan Documents, and all security interest filings and notices relating to in the Intellectual Property Collateral associated with the Loan Documents, together with any rider, addendum, exhibit, schedule and attachment thereto.

3. Cooperation. The Credit Parties and the Resigning Agent authorize the Successor Agent to record this Agreement amending the name of the secured party in the IP Security Agreements to Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent.

4. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. No Novation. The parties hereto agree that this Agreement shall constitute an amendment to any of the Loan Documents and shall not constitute a novation in any manner whatsoever.

6. Expenses. The Borrowers agree to promptly reimburse the Resigning Agent and the Successor Agent for all expenses (including fees and expenses of counsel) incurred in connection with this Agreement.

7. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

COBANK, ACB,
as resigning Administrative Agent

By: 
Name: James H. Matzat
Title: Vice President

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

By: _____
Name:
Title:

By: _____
Name:
Title:

PILGRIM'S PRIDE CORPORATION,
a Delaware corporation, as Borrower

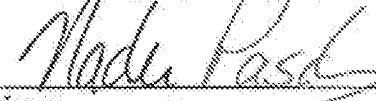
By: _____
Name:
Title:


IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

COBANK, ACH,
as resigning Administrative Agent

By: _____
Name:
Title:

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

By: 
Name: _____
Title: *Managing Director*

By: 
Name: Eric Rogowski
Title: Vice President

PILGRIM'S PRIDE CORPORATION,
a Delaware corporation, as Borrower

By: _____
Name:
Title:

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

COBANK, ACB,
as resigning Administrative Agent

By: _____
Name:
Title:

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

By: _____
Name:
Title:

By: _____
Name:
Title:

PILGRIM'S PRIDE CORPORATION,
a Delaware corporation, as Borrower

By: _____
Name: *Alvio Sandoz*
Title: *CEO*

INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005458 FRAME: 0740

Schedule 1

INTELLECTUAL PROPERTY COLLATERAL

U.S. Patents Subject to Security Interest
Granted by Pilgrim's Pride Corporation
In Favor of CoBank, ACB
Recorded January 6, 2010 at Reel 023741 Frame 0322

Issued Patents

Title	Patent No.	Issue Date
METHODS OF PRODUCING MEAT AND EGG PRODUCTS WITH ENHANCED NUTRITIONAL QUALITY	6103276	8/15/2000
FOOD, ANIMAL, VEGETABLE AND FOOD PREPARATION BYPRODUCT TREATMENT APPARATUS AND PROCESS	6464875	10/15/2002

U.S. Trademarks Subject to Security Interest
 Granted by Pilgrim's Pride Corporation
 In Favor of CoBank, ACB
 Recorded January 6, 2010 at Reel 004125 Frame 0606

Registered Marks

Mark	Reg. No.	Reg. Date
BIG VALUE	1944178	12/26/1995
BIG VALUE	1584906	2/27/1990
CHICKEN INTERNATIONAL	1149074	3/27/1981
CHRIS P. CHICKEN	3000405	9/27/2005
CHRIS P. CHICKEN	3000406	9/27/2005
DISH IN A DASH	2795289	12/16/2003
EARLY BIRD	3055929	1/31/2006
EARLY BIRD	0771567	6/16/1964
EGGS PLUS	2164616	6/9/1998
ELEGANT ENTREES	1329885	4/9/1985
FRIDGE-TO-FREEZER PAK	3405440	4/1/2008
FRYERKIST	1642937	4/30/1991
GK	1295307	9/18/1984
GK	2319451	2/15/2000
GOLD KISTGK	0914175	6/8/1971
GK GOLD KIST	1009993	5/6/1975
GOLD KIST	1214516	11/2/1982
GOLD KIST FARMS	2072535	6/17/1997
HONEYKIST	2036847	2/11/1997
MEDALLION	0968737	9/18/1973
MEDALLION	1664228	11/12/1991
MEDALLION	1655659	9/3/1991
MISCELLANEOUS DESIGN - CHICKEN	3000404	9/27/2005
OVENKIST	1641404	4/16/1991
QUICKEN EASY	3356323	12/18/2007
SAVORY RECIPES	2095757	9/9/1997
SMART 'N SAVORY	3464264	7/8/2008
THE GO-TO CHICKEN COMPANY	3191792	1/2/2007
WINNING TASTE RECIPE CONTEST	1685639	5/5/1992
WINNING TASTE RECIPE CONTEST	2980662	8/2/2005
YOUNG 'N TENDER	1615887	10/2/1990
"YOUNG 'N TENDER"	1333432	4/30/1985
Mark	Serial No.	Reg. Date
FOOD BEFORE FUEL	77543668	
NATURE SELECT	78943195	

U.S. Trademarks Subject to Security Interest
Granted by Pilgrim's Pride Corporation
In Favor of CoBank, ACB
Recorded July 24, 2012 at Reel 004828 Frame 0216

Registered Marks

Mark	Reg. No.	Reg. Date
CHICKEN RINGS THINGS	2704875	4/8/2003
RING THINGS	2704874	4/8/2003

U.S. Copyrights Subject to Security Interest
Granted by Pilgrim's Pride Corporation
In Favor of CoBank, ACB
Recorded January 8, 2010 at Volume V3586 D470

Registered Copyrights

Title	Reg. No.	Reg. Date
PFS Oskaloosa computer program	TXu 1-172-683	

ATL 20416573v3