

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386393

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADVANCEPIERRE FOODS, INC.		06/02/2016	Corporation: DELAWARE
ADVANCE FOOD COMPANY, LLC		06/02/2016	Limited Liability Company: OKLAHOMA

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Serial Number:	86435789	ADVANCEPIERRE FOODS
Serial Number:	86321094	AN EXPERIENCE YOU'LL CRAVE
Serial Number:	85979104	BACONADDICT
Serial Number:	86684952	BISCUIT STACKER
Serial Number:	73627174	GORGES
Serial Number:	73501073	IT'S THE VEAL THING
Serial Number:	86740152	LANDSHIRE BIG DADDY
Serial Number:	86287910	LANDSHIRE CLASSIC
Serial Number:	86571469	LANDSHIRE SELECT
Serial Number:	86571455	LANDSHIRE SIGNATURE
Serial Number:	73720859	LIKE MOM'S
Serial Number:	86571492	LIKE MOM'S
Serial Number:	86417347	PIERRE
Serial Number:	86671086	PIERRE NATURALS
Serial Number:	86421803	PORTLAND, MAINE BARBER FOODS EST. 1955
Serial Number:	86172871	PIERRE'S CAFE & BAKERY

CH \$865.00 86435789

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85779856	SEASONED SELECTS
Serial Number:	86499998	SKILLET BEGINNINGS
Serial Number:	86395029	SKINNY MELTS
Serial Number:	86077229	STEAK-EZE CHOPHOUSE FAVORITES
Serial Number:	73627175	TENDERBROIL
Serial Number:	86430154	THE PUB · STEAK BURGER ·
Serial Number:	86274526	TORTILLA CRUNCHERS
Serial Number:	86705291	TORTILLA CRUNCHERS
Serial Number:	73690934	TWO-FERS
Serial Number:	73822571	TWO-FERS
Serial Number:	73711223	GOLDDIGGER BEEF NUGGET
Serial Number:	74377669	BREAKFAST PALS
Serial Number:	73496943	COMMODITY MAGIC
Serial Number:	74507554	DINE 'N WITH
Serial Number:	72202079	HENDERSON'S PORTION PAK
Serial Number:	74507074	LINK-N-DOG
Serial Number:	74390451	MESQUITE BROIL
Serial Number:	74507127	SAUS-A-RAGE

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue

Address Line 2: 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	90031.00017
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	06/02/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 2nd day of June, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each, individually, a “Grantor”), and **WELLS FARGO CAPITAL FINANCE, LLC** (formerly Wells Fargo Foothill, LLC), a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of October 10, 2012 (as amended, restated, supplemented, modified, renewed or extended from time to time, the “Credit Agreement”), by and among AdvancePierre Foods, Inc. (formerly Pierre Foods, Inc.), a Delaware corporation, as borrower (“Borrower”), the lenders party thereto as “Lenders” (such Lenders, together with their successors and assigns in such capacity, each, individually a “Lender” and, collectively, the “Lenders”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others that, Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Third Amended and Restated Security Agreement, dated as of the date hereof, among the Grantors and 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 Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 26 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and 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) the 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 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 SECURED OBLIGATIONS. The Security Interest created hereby secures the payment and performance of 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 Agent, the Lender Group, the Bank Product Providers 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 Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. Grantors shall give prompt notice in writing to 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 Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. 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 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 is a Loan Document. 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 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. Delivery of a counterpart of this Trademark Security Agreement by facsimile transmission or by other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart hereof. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this Trademark Security Agreement,

but failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 23 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

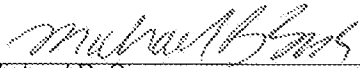
9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the relative priorities of the liens and security interests granted to Agent pursuant to this Trademark Security Agreement in any Trademark Collateral and the exercise of any right or remedy by Agent with respect to any Trademark Collateral hereunder are subject to, and governed by, the terms of the Intercreditor Agreement. In the event of any conflict between the terms hereof and the terms of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control at any time that the Intercreditor Agreement remains in effect, except with respect to the scope of the assets included in Section 2 hereof.

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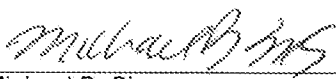
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

GRANTORS:

ADVANCEPIERRE FOODS, INC., a Delaware corporation

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

ADVANCE FOOD COMPANY, LLC., an Oklahoma limited liability company

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

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

GRANTORS:

ADVANCEPIERRE FOODS, INC., a Delaware corporation

By: _____
Name:
Title:

ADVANCE FOOD COMPANY, LLC., an Oklahoma limited liability company

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Agent

By: Dennis King
Name: Dennis King
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005805 FRAME: 0863

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner	Status
ADVANCEPIERRE FOODS	U.S.	08-SEP-2015	4807024	27-OCT-2014	86435789	AdvancePierre Foods, Inc.	Registered
AN EXPERIENCE YOU'LL CRAVE	U.S.	09-JUN-2015	4753268	26-JUN-2014	86321094	AdvancePierre Foods, Inc.	Registered
BACONADDICT	U.S.	04-JUN-2013	4348198	07-SEP-2012	85979104	AdvancePierre Foods, Inc.	Registered
BISCUIT STACKER	U.S.			07-JUL-2015	86684952	AdvancePierre Foods, Inc.	Allowed
GORGES	U.S.	15-MAR-1988	1480931	27-OCT-1986	73627174	Advance Food Company, LLC	Registered
IT'S THE VEAL THING and Design	U.S.	23-APR-1985	1332465	25-SEP-1984	73501073	Advance Food Company, LLC	Registered
LANDSHIRE BIG DADDY	U.S.			28-AUG-2015	86740152	AdvancePierre Foods, Inc.	Pending
LANDSHIRE CLASSIC	U.S.	15-DEC-2015	4871440	21-MAY-2014	86287910	AdvancePierre Foods, Inc.	Registered
LANDSHIRE SELECT	U.S.			20-MAR-2015	86571469	AdvancePierre Foods, Inc.	Allowed
LANDSHIRE SIGNATURE	U.S.			20-MAR-2015	86571455	AdvancePierre Foods, Inc.	Allowed
LIKE MOM'S and Design	U.S.	20-DEC-1988	1517327	01-APR-1988	73720859	AdvancePierre Foods, Inc.	Registered
LIKE MOM'S	U.S.	29-DEC-2015	4878715	20-MAR-2015	86571492	AdvancePierre Foods, Inc.	Registered
PIERRE & DESIGN	U.S.	26-MAY-2015	4743406	07-OCT-2014	86417347	AdvancePierre Foods, Inc.	Registered
PIERRE NATURALS & DESIGN	U.S.			23-JUN-2015	86671086	AdvancePierre Foods, Inc.	Allowed
PORTLAND, MAINE BARBER FOODS EST. 1955 LOGO	U.S.	19-APR-2016	4942223	13-OCT-2014	86421803	AdvancePierre Foods, Inc.	Registered
PIERRE'S CAFÉ & BAKERY	U.S.	07-JUL-2015	4769665	23-JAN-2014	86172871	AdvancePierre Foods, Inc.	Registered
SEASONED SELECTS	U.S.	11-MAR-2014	4496395	15-NOV-2012	85779856	AdvancePierre Foods, Inc.	Registered
SKILLET BEGINNINGS	U.S.	25-AUG-2015	4801248	09-JAN-2015	86499998	AdvancePierre Foods, Inc.	Registered
SKINNY MELTS	U.S.	13-OCT-2015	4833869	15-SEP-14	86395029	AdvancePierre Foods, Inc.	Registered
STEAK-EZE CHOPHOUSE FAVORITES & DESIGN	U.S.	14-APR-2015	4721010	27-SEP-2013	86077229	AdvancePierre Foods, Inc.	Registered
TENDERBROIL	U.S.	08-MAR-1988	1479792	27-OCT-1986	73627175	Advance Food Company, LLC	Registered
THE PUB STEAK BURGER & DESIGN	U.S.	26-APR-2016	4947122	21-OCT-2014	86430154	AdvancePierre Foods, Inc.	Registered

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner	Status
TORTILLA CRUNCHERS	U.S.	30-JUN-2015	4765762	07-MAY-2014	86274526	AdvancePierre Foods, Inc.	Registered
TORTILLA CRUNCHERS	U.S.			27-JUL2015	86705291	AdvancePierre Foods, Inc.	Pending
TWO-FERS	U.S.	20-SEP-1988	1505013	22-OCT-1987	73690934	AdvancePierre Foods, Inc.	Registered
TWO-FERS (Stylized)	U.S.	05-JUN-1990	1599764	30-AUG-1989	73822571	AdvancePierre Foods, Inc.	Registered
GOLDDIGGER BEEF NUGGET	U.S.	17-JAN-1989	1521147	16-FEB-1988	73711223	AdvancePierre Foods, Inc.	Registered
BREAKFAST PALS	U.S.	04-JUL-1995	1903684	12-APR-1993	74377669	Advance Food Company, LLC	Registered
COMMODITY MAGIC	U.S.	16-APR-1985	1331238	16-APR-1985	73496943	AdvancePierre Foods, Inc.	Registered
DINE 'N WITH	U.S.	15-AUG-1995	1912699	31-MAR-1994	74507554	AdvancePierre Foods, Inc.	Registered
HENDERSON'S PORTION PAK	U.S.	28-DEC-1965	0801032	17-SEP-1964	72202079	APF Legacy Subs, LLC	Registered
LINK-N-DOG	U.S.	05-SEP-1995	1917400	30-MAR-1994	74507074	AdvancePierre Foods, Inc.	Registered
MESQUITE BROIL	U.S.	15-NOV-1994	1863397	14-MAY-1993	74390451	Advance Food Company, LLC	Registered
SAUS-A-RAGE	U.S.	17-OCT-1995	1928706	30-MAR-1994	74507127	AdvancePierre Foods, Inc.	Registered