

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADVANCEPIERRE FOODS, INC.		06/02/2016	Corporation: DELAWARE
ADVANCE FOOD COMPANY, LLC		06/02/2016	Corporation: OKLAHOMA
BARBER FOODS, LLC		06/02/2016	Limited Liability Company: MAINE
CLOVERVALE FARMS, LLC		06/02/2016	Limited Liability Company: OHIO
APF LEGACY SUBS, LLC		06/02/2016	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	MORGAN STANLEY SENIOR FUNDING, INC.
Street Address:	1585 BROADWAY
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 125

Property Type	Number	Word Mark
Registration Number:	2307028	ADVANCE FAST FIXIN'
Registration Number:	2296897	FAST FIXIN'
Registration Number:	3016005	FAST FIXIN' RESTAURANT STYLE
Registration Number:	3513372	EXCLUSIVE CUT
Registration Number:	1480931	GORGES
Registration Number:	1296605	IT'S THE VEAL THING
Registration Number:	1332465	IT'S THE VEAL THING
Registration Number:	3121529	PHILLY FREEDOM
Registration Number:	3124403	PHILLY FREEDOM PREMIUM PHILLY-STYLE STEA
Registration Number:	3345022	PUB STEAK BURGER
Registration Number:	1040675	QUIK-TO-FIX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1693360	REDI RIBS
Registration Number:	2486586	SMARTSERVE
Registration Number:	2463199	SMARTSERVE
Registration Number:	2888491	TASTY STEAK
Registration Number:	1669611	TASTYRIB
Registration Number:	1479792	TENDERBROIL
Registration Number:	2885850	THE COUNTRY FRIED STEAK EXPERTS
Registration Number:	3303910	THE LEGEND
Registration Number:	3303911	THE LEGEND COUNTRY FRIED STEAK
Registration Number:	4138862	THE PUB
Registration Number:	4138879	THE PUB STEAK BURGER
Registration Number:	2362398	VEAL ITALIETTE
Registration Number:	2866192	VINCELLO VEAL
Registration Number:	2896934	VINCELLO VEAL
Registration Number:	4584684	ADVANCEPIERRE FOODS
Registration Number:	4348198	BACONADDICT
Registration Number:	4242130	BARBER
Registration Number:	3566953	BIG AZ
Registration Number:	2614772	BIG AZ
Registration Number:	3185196	BREAKAWAY
Registration Number:	2005805	BREAKFAST ON THE GO!
Registration Number:	2849785	BUBBA TWINS
Registration Number:	2510217	CHIX-B-Q
Registration Number:	2529860	CHOP HOUSE
Registration Number:	2561735	CHOP HOUSE
Registration Number:	2614524	DELI BREAK
Registration Number:	3067446	DELITE BITES
Registration Number:	3617542	
Registration Number:	4422209	
Registration Number:	3946060	
Registration Number:	4155729	DRIVE THRU
Registration Number:	2750744	FAST BREAKAWAY
Registration Number:	2052455	FAST CHOICE
Registration Number:	2261726	FASTBITES
Registration Number:	2956729	FULLY COOKED REDI-STEAK SLICED STEAK
Registration Number:	2112383	GLOBAL GRILL
Registration Number:	1121101	GOLDDIGGER
Registration Number:	3975312	GRAHAM SNACKERS

Property Type	Number	Word Mark
Registration Number:	1517327	LIKE MOM'S
Registration Number:	2902782	MINUTEMAN PHILLY STEAKS
Registration Number:	1341236	MOM 'N' POP'S
Registration Number:	1071065	MOM 'N' POP'S
Registration Number:	1095364	MOM 'N' POP'S
Registration Number:	2016292	PIERRE MAIN STREET DINER
Registration Number:	3933570	PIERRE MINIS
Registration Number:	2437502	PIERRE SELECT
Registration Number:	3363145	PIERRE SIGNATURES
Registration Number:	1642199	PIZZA PARLOR SANDWICH
Registration Number:	4241853	QUIK-TO-FIX
Registration Number:	2093580	REDI-STEAK
Registration Number:	1276424	RIB.B.Q
Registration Number:	1598832	RIB-B-Q
Registration Number:	1257730	RIB-B-Q
Registration Number:	2132710	RIB-B-Q
Registration Number:	4242128	SIGNATURE SUPREME
Registration Number:	4700006	SMART PICKS
Registration Number:	2954775	SMOKIE GRILL
Registration Number:	4118229	STEAK-EZE
Registration Number:	1994274	STEAK-EZE
Registration Number:	2105343	STEAK-EZE
Registration Number:	2918460	THE LEADER IN PHILLY STYLE STEAKS
Registration Number:	2115911	THE ORIGINAL BREAKAWAY STEAK
Registration Number:	1505013	TWO-FERS
Registration Number:	1599764	TWO-FERS
Registration Number:	1108134	BARBER FOODS
Registration Number:	1364728	BARBER FOODS
Registration Number:	3703761	CHICKEN GRILLABLES
Registration Number:	3726357	DINNER, RESCUED.
Registration Number:	2294194	DISTINCTIONS
Registration Number:	3726356	REFRIGERATOR COMA
Registration Number:	3099429	PB JAMWICH
Registration Number:	2291869	CIRCLE Z
Registration Number:	1393615	CRISPY STEAK
Registration Number:	2173119	FRYZ
Registration Number:	1883072	FRYZ
Registration Number:	0805677	HI-BRAND

Property Type	Number	Word Mark
Registration Number:	2130582	HONEY HUGGED
Registration Number:	2180724	JIM'S COUNTRY MILL SAUSAGE
Registration Number:	2171440	ROCKIN' ROASTED
Registration Number:	2178646	SQV
Registration Number:	2130583	WING DEMONS
Registration Number:	2125738	ZARTIC
Registration Number:	2132637	Z-BIRD
Registration Number:	3912552	BETTER BAKERY
Registration Number:	4833869	SKINNY MELTS
Registration Number:	4753268	AN EXPERIENCE YOU'LL CRAVE
Serial Number:	86684952	BISCUIT STACKER
Registration Number:	3602274	FRESH-CUT
Registration Number:	4396040	GRILLED CHEEZERS
Registration Number:	3128285	LANDSHIRE
Serial Number:	86740152	LANDSHIRE BIG DADDY
Registration Number:	4871440	LANDSHIRE CLASSIC
Serial Number:	86571469	LANDSHIRE SELECT
Serial Number:	86571455	LANDSHIRE SIGNATURE
Registration Number:	2702056	LANDSHIRE SUPREME
Registration Number:	4878715	LIKE MOM'S
Registration Number:	4743406	PIERRE
Serial Number:	86671086	PIERRE NATURALS
Registration Number:	4942223	PORTLAND, MAINE BARBER FOODS EST. 1955
Registration Number:	4496395	SEASONED SELECTS
Registration Number:	4801248	SKILLET BEGINNINGS
Registration Number:	4721010	STEAK-EZE CHOPHOUSE FAVORITES
Registration Number:	4947122	THE PUB · STEAK BURGER ·
Registration Number:	4765762	TORTILLA CRUNCHERS
Serial Number:	86705291	TORTILLA CRUNCHERS
Registration Number:	4769665	PIERRE'S CAFE & BAKERY
Registration Number:	4807024	ADVANCEPIERRE FOODS
Registration Number:	1903684	BREAKFAST PALS
Registration Number:	1331238	COMMODITY MAGIC
Registration Number:	1912699	DINE 'N WITH
Registration Number:	0801032	HENDERSON'S PORTION PAK
Registration Number:	1917400	LINK-N-DOG
Registration Number:	1863397	MESQUITE BROIL
Registration Number:	1928706	SAUS-A-RAGE

CORRESPONDENCE DATA**Fax Number:** 6508385109*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:** 650-838-3743**Email:** JLIK@SHEARMAN.COM**Correspondent Name:** BENJAMIN PETERSEN**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR**Address Line 2:** SHEARMAN & STERLING LLP**Address Line 4:** MENLO PARK, CALIFORNIA 94025

NAME OF SUBMITTER:	BENJAMIN PETERSEN
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SIGNATURE:	/BENJAMIN PETERSEN/
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DATE SIGNED:	06/21/2016
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Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of June, 2016, among the Grantors listed on the signature pages hereof ("Grantors" and each, a "Grantor"), and MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Security Agent for the Secured Creditors (together with its successors, the "Security Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Credit Agreement dated as of even date herewith (as amended, restated, supplemented, modified, renewed or extended from time to time, the "Credit Agreement") among AdvancePierre Foods Holdings, Inc., a Delaware Corporation, Pierre Holdco, Inc., a Delaware corporation, AdvancePierre Foods, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto (the "Lenders"), the Security Agent, and Morgan Stanley Senior Funding, Inc., as administrative agent (the "Administrative Agent", and together with the Lenders and the Security Agent, 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, 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 Grantors 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 Security Agreement dated as of June 2, 2016 among the Grantors 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"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Security Agent, for the benefit of the Secured Creditors, this 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 Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement, and to the extent that any capitalized terms are not defined herein or in the Security Agreement, such terms shall have the respective meanings assigned to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each 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 Patent Security Agreement as the "Security Interest") in such 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 each Grantor's rights corresponding thereto throughout the world, and (vi) all of each 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 such Grantor against third parties for past, present or future (i) infringement, misappropriation 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, 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 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 the Security Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each 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 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. The Grantors 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 Grantors' obligations under this Section, the Grantors hereby authorize the Security Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors. 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 the Security 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 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 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 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.**

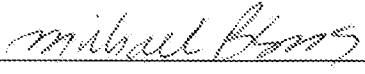
9. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” 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 Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this 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 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. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control, except with respect to the scope of the assets included in Section 2 hereof.

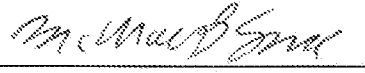
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

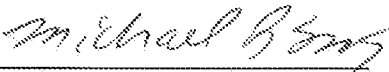
ADVANCEPIERRE FOODS, INC.

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

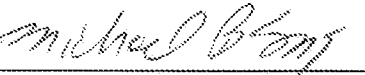
ADVANCE FOOD COMPANY, LLC

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

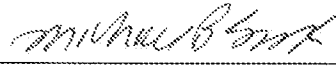
BARBER FOODS, LLC

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

CLOVERVALE FARMS, LLC

By: 
Name: Michael B. Sims
Title: Senior Vice President, Treasurer
and Assistant Secretary

APF LEGACY SUBS, LLC


By: 

Name: Michael B. Sims

Title: Senior Vice President, Treasurer
and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Security Agent

By:  _____

Name: Brendan MacBride

Title: Authorized Signatory

[Signature page to APF Trademark Security Agreement]

NYDOCS02/1092527

TRADEMARK
REEL: 005817 FRAME: 0713

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner	Status
ADVANCE FAST FIXIN' and Design	U.S.	11-JAN-2000	2307028	19-MAR-1998	75453369	AdvancePierre Foods, Inc.	Registered
FAST FIXIN'	U.S.	30-NOV-1999	2296897	19-MAR-1998	75453370	AdvancePierre Foods, Inc.	Registered
FAST FIXIN' RESTAURANT STYLE	U.S.	15-NOV-2005	3016005	04-MAR-2004	76579215	AdvancePierre Foods, Inc.	Registered
FAST FIXIN' and Design	Mexico	22-MAY-2007	984686	29-MAR-2006	774716	Advance Brands, LLC	Registered
EXCLUSIVE CUT	U.S.	07-OCT-2008	3513372	09-MAY-2007	77176675	Advance Food Company, LLC	Registered
GORGES	U.S.	15-MAR-1988	1480931	27-OCT-1986	73627174	Advance Food Company, LLC	Registered
IT'S THE VEAL THING	U.S.	18-SEP-1984	1296605	21-JUN-1983	73431256	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
PHILLY FREEDOM	U.S.	25-JUL-2006	3121529	12-FEB-2004	78367042	Advance Food Company, LLC	Registered
PHILLY FREEDOM PREMIUM PHILLY-STYLE STEAKS and Design	U.S.	01-AUG-2006	3124403	19-MAR-2004	78387487	Advance Food Company, LLC	Registered
PUB STEAK BURGER	U.S.	27-NOV-2007	3345022	23-FEB-2004	78372161	AdvancePierre Foods, Inc.	Registered
QUIK-TO-FIX and Design	U.S.	01-JUN-1976	1040675	05-JUN-1974	73023304	Advance Food Company, LLC	Registered
REDI RIBS	U.S.	09-JUN-1992	1693360	19-MAR-1991	74149274	Advance Food Company, LLC	Registered
SMARTSERVE	U.S.	11-SEP-2001	2486586	08-JAN-1999	75617491	Advance Food Company, LLC	Registered
SMARTSERVE (Stylized)	U.S.	26-JUN-2001	2463199	08-JAN-1999	75617490	Advance Food Company, LLC	Registered
TASTY STEAK	U.S.	28-SEP-2004	2888491	30-APR-2003	76510868	Advance Food Company, LLC	Registered
TASTYRIB	U.S.	24-DEC-1991	1669611	15-MAR-1991	74148028	Advance Food Company, LLC	Registered
TENDERBROIL	U.S.	08-MAR-1988	1479792	27-OCT-1986	73627175	Advance Food Company, LLC	Registered
THE COUNTRY FRIED STEAK EXPERTS	U.S.	21-SEP-2004	2885850	30-APR-2003	76510867	Advance Food Company, LLC	Registered

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner	Status
THE LEGEND	U.S.	02-OCT-2007	3303910	12-SEP-2005	78710791	Advance Food Company, LLC	Registered
THE LEGEND COUNTRY FRIED STEAK and Design	U.S.	02-OCT-2007	3303911	12-SEP-2005	78710795	Advance Food Company, LLC	Registered
THE PUB	U.S.	08-MAY-2012	4138862	13-SEP-2011	85421399	Advance Food Company, LLC	Registered
THE PUB STEAK BURGER and Design	U.S.	08-MAY-2012	4138879	13-SEP-2011	85421602	AdvancePierre Foods, Inc.	Registered
VEAL ITALIETTE	U.S.	27-JUN-2000	2362398	20-SEP-1999	75803114	Advance Food Company, LLC	Registered
VINCELLO VEAL	U.S.	27-JUL-2004	2866192	03-MAR-2003	76494248	Advance Food Company, LLC	Registered
VINCELLO VEAL and Design	U.S.	26-OCT-2004	2896934	29-SEP-2003	76552543	Advance Food Company, LLC	Registered
ADVANCEPIERRE FOODS and Design	U.S.	12-AUG-2014	4584684	25-OCT-2010	85160458	AdvancePierre Foods, Inc.	Registered
BACONADDICT	U.S.	04-JUN-2013	4348198	07-SEP-2012	85979104	AdvancePierre Foods, Inc.	Registered
BARBER	U.S.	13-NOV-2012	4242130	19-JUN-2012	85655774	AdvancePierre Foods, Inc.	Registered
BIG AZ	U.S.	27-JAN-2009	3566953	20-MAY-2008	77479079	AdvancePierre Foods, Inc.	Registered
BIG AZ	U.S.	03-SEP-2002	2614772	08-MAY-2001	76254000	AdvancePierre Foods, Inc.	Registered
BREAKAWAY	U.S.	19-DEC-2006	3185196	26-APR-2004	76588706	AdvancePierre Foods, Inc.	Registered
BREAKFAST ON THE GO! and Design	U.S.	08-OCT-1996	2005805	30-JUN-1995	74695460	AdvancePierre Foods, Inc.	Registered
BUBBA TWINS	U.S.	01-JUN-2004	2849785	02-APR-2003	78233281	AdvancePierre Foods, Inc.	Registered
CHIX-B-Q	U.S.	20-NOV-2001	2510217	15-FEB-2001	76210948	AdvancePierre Foods, Inc.	Registered
CHOP HOUSE	U.S.	15-JAN-2002	2529860	15-JUN-2001	76272195	AdvancePierre Foods, Inc.	Registered
CHOP HOUSE	U.S.	16-APR-2002	2561735	15-JUN-2001	76272440	AdvancePierre Foods, Inc.	Registered
DELI BREAK	U.S.	03-SEP-2002	2614524	15-FEB-2001	76211365	AdvancePierre Foods, Inc.	Registered
DELITE BITES	U.S.	14-MAR-2006	3067446	23-FEB-2004	78372280	AdvancePierre Foods, Inc.	Registered
DESIGN ONLY	U.S.	05-MAY-2009	3617542	01-APR-2005	78600213	AdvancePierre Foods, Inc.	Registered
DESIGN ONLY	U.S.	22-OCT-2013	4422209	01-APR-2005	78600229	AdvancePierre Foods, Inc.	Registered

Trademark	Country	Reg. Date	Reg. No.	App. Date	App. No.	Owner	Status
DESIGN ONLY	U.S.	12-APR-2011	3946060	01-APR-2005	78981437	AdvancePierre Foods, Inc.	Registered
DRIVE THRU	U.S.	05-JUN-2012	4155729	21-JUL-2011	85377579	AdvancePierre Foods, Inc.	Registered
FAST BREAKAWAY	U.S.	12-AUG-2003	2750744	16-FEB-2000	75920881	AdvancePierre Foods, Inc.	Registered
FAST CHOICE	U.S.	15-APR-1997	2052455	21-MAR-1996	75076168	AdvancePierre Foods, Inc.	Registered
FASTBITES	U.S.	13-JUL-1999	2261726	06-JUL-1998	75513223	AdvancePierre Foods, Inc.	Registered
FULLY COOKED RED-STEAK SLICED STEAK and Design	U.S.	31-MAY-2005	2956729	10-MAR-2004	76580389	AdvancePierre Foods, Inc.	Registered
GLOBAL GRILL	U.S.	11-NOV-1997	2112383	04-DEC-1996	75208171	AdvancePierre Foods, Inc.	Registered
GOLDDIGGER	U.S.	26-JUN-1979	1121101	05-JUN-1978	73173253	AdvancePierre Foods, Inc.	Registered
GRAHAM SNACKERS	U.S.	07-JUN-2011	3975312	19-OCT-2009	77851757	AdvancePierre Foods, Inc.	Registered
LIKE MOM'S and Design	U.S.	20-DEC-1988	1517327	01-APR-1988	73720859	AdvancePierre Foods, Inc.	Registered
MINUTEMAN PHILLY STEAKS and Design	U.S.	16-NOV-2004	2902782	18-APR-2003	76507819	AdvancePierre Foods, Inc.	Registered
MOM 'N' POP'S	U.S.	11-JUN-1985	1341236	07-DEC-1983	73455993	AdvancePierre Foods, Inc.	Registered
MOM 'N' POP'S	U.S.	09-AUG-1977	1071065	08-OCT-1976	73102602	AdvancePierre Foods, Inc.	Registered
MOM 'N' POP'S and Design	U.S.	04-JUL-1978	1095364	07-APR-1977	73121892	AdvancePierre Foods, Inc.	Registered
PIERRE MAIN STREET DINER	U.S.	12-NOV-1996	2016292	20-DEC-1994	74613401	AdvancePierre Foods, Inc.	Registered
PIERRE MINIS	U.S.	22-MAR-2011	3933570	09-FEB-2010	77931396	AdvancePierre Foods, Inc.	Registered
PIERRE SELECT	U.S.	20-MAR-2001	2437502	08-JAN-1999	75617209	AdvancePierre Foods, Inc.	Registered
PIERRE SIGNATURES	U.S.	01-JAN-2008	3363145	16-SEP-2004	78484654	AdvancePierre Foods, Inc.	Registered
PIZZA PARLOR SANDWICH	U.S.	23-APR-1991	1642199	14-MAY-1990	74058325	AdvancePierre Foods, Inc.	Registered

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QUIK-TO-FIX	U.S.	13-NOV-2012	4241853	04-APR-2012	85588626	AdvancePierre Foods, Inc.	Registered
REDI-STEAK	U.S.	02-SEP-1997	2093580	04-DEC-1995	75027718	AdvancePierre Foods, Inc.	Registered
RIB.B.Q and Design	U.S.	01-MAY-1984	1276424	14-OCT-1982	73400038	AdvancePierre Foods, Inc.	Registered
RIB-B-Q	U.S.	29-MAY-1990	1598832	30-AUG-1989	73822522	AdvancePierre Foods, Inc.	Registered
RIB-B-Q	U.S.	15-NOV-1983	1257730	07-JUL-1982	73373463	AdvancePierre Foods, Inc.	Registered
RIB-B-Q and Design	U.S.	27-JAN-1998	2132710	06-MAR-1997	75252821	AdvancePierre Foods, Inc.	Registered
SIGNATURE SUPREME	U.S.	13-NOV-2012	4242128	18-JUN-2012	85654259	AdvancePierre Foods, Inc.	Registered
SMART PICKS	U.S.	10-MAR-2015	4700006	02-JUL-2010	85076856	AdvancePierre Foods, Inc.	Registered
SMOKIE GRILL	U.S.	24-MAY-2005	2954775	21-AUG-2003	78290290	AdvancePierre Foods, Inc.	Registered
STEAK-EZE	U.S.	27-MAR-2012	4118229	21-JUL-2011	85377735	AdvancePierre Foods, Inc.	Registered
STEAK-EZE	U.S.	20-AUG-1996	1994274	21-SEP-1992	74315268	AdvancePierre Foods, Inc.	Registered
STEAK-EZE and Design	U.S.	14-OCT-1997	2105343	10-OCT-1996	75179723	AdvancePierre Foods, Inc.	Registered
THE LEADER IN PHILLY STYLE STEAKS	U.S.	18-JAN-2005	2918460	30-APR-2003	76510866	AdvancePierre Foods, Inc.	Registered
THE ORIGINAL BREAKAWAY STEAK	U.S.	25-NOV-1997	2115911	28-OCT-1996	75188601	AdvancePierre Foods, Inc.	Registered
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
BARBER FOODS	U.S.	05-DEC-1978	1108134	07-FEB-1977	73114916	Barber Foods, LLC	Registered
BARBER FOODS and Design	U.S.	08-OCT-1985	1364728	18-MAR-1985	73527538	Barber Foods, LLC	Registered
CHICKEN GRILLABLES	U.S.	27-OCT-2009	3703761	24-NOV-2008	77620366	Barber Foods, LLC	Registered
DINNER, RESCUED.	U.S.	15-DEC-2009	3726357	21-AUG-2008	77552914	Barber Foods, LLC	Registered

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DISTINCTIONS	U.S.	23-NOV-1999	2294194	02-JUN-1998	75495091	Barber Foods, LLC	Registered
REFRIGERATOR COMA	U.S.	15-DEC-2009	3726356	21-AUG-2008	77552900	Barber Foods, LLC	Registered
BARBER FOODS	Canada	20-MAY-2003	TMA581943	29-JAN-2001	109078300	Barber Foods, LLC	Registered
BARBER FOODS & Design	Canada	20-MAY-2003	TMA581944	29-JAN-2001	109078200	Barber Foods, LLC	Registered
DISTINCTIONS	Canada	31-MAR-2003	TMA578624	29-JAN-2001	109078400	Barber Foods, LLC	Registered
REAL HOME-STYLE GOODNESS	Canada	18-JUN-2004	TMA613141	29-JAN-2001	109078500	Barber Foods, LLC	Registered
PB JAMWICH	U.S.	30-MAY-2006	3099429	28-FEB-2005	78576673	Clovervale Farms, LLC	Registered
RIB-B-Q	Canada	19-JUL-1985	TMA305055	17-NOV-1982	049496500	AdvancePierre Foods, Inc.	Registered
RIB-B-Q and DESIGN	Canada	19-JUL-1985	TMA305056	17-NOV-1982	049496600	AdvancePierre Foods, Inc.	Registered
CIRCLE Z	U.S.	16-NOV-1999	2291869	18-FEB-1997	75243649	APF Legacy Subs, LLC	Registered
CRISPY STEAK	U.S.	13-MAY-1986	1393615	04-SEP-1984	73497636	APF Legacy Subs, LLC	Registered
FRYZ	U.S.	14-JUL-1998	2173119	18-AUG-1997	75343005	APF Legacy Subs, LLC	Registered
FRYZ and Design	U.S.	07-MAR-1995	1883072	15-JUL-1993	74412548	APF Legacy Subs, LLC	Registered
HI-BRAND and Design	U.S.	15-MAR-1966	0805677	23-APR-1964	72191841	APF Legacy Subs, LLC	Registered
HONEY HUGGED	U.S.	20-JAN-1998	2130582	18-FEB-1997	75243648	APF Legacy Subs, LLC	Registered
JIM'S COUNTRY MILL SAUSAGE	U.S.	11-AUG-1998	2180724	08-SEP-1997	75352835	APF Legacy Subs, LLC	Registered
ROCKIN' ROASTED	U.S.	07-JUL-1998	2171440	18-AUG-1997	75343011	APF Legacy Subs, LLC	Registered
SQV	U.S.	04-AUG-1998	2178646	17-SEP-1997	75358227	APF Legacy Subs, LLC	Registered
WING DEMONS	U.S.	20-JAN-1998	2130583	18-FEB-1997	75243661	APF Legacy Subs, LLC	Registered
ZARTIC	U.S.	30-DEC-1997	2125738	18-FEB-1997	75243028	APF Legacy Subs, LLC	Registered

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Z-BIRD	U.S.	27-JAN-1998	2132637	18-FEB-1997	75243660	APF Legacy Subs, LLC	Registered
BETTER BAKERY	U.S.	25-JAN-2011	3912552	08-MAR-2010	77952836	AdvancePierre Foods, Inc.	Registered
SKINNY MELTS	U.S.	13-OCT-2015	4833869	15-SEP-14	86395029	AdvancePierre Foods, Inc.	Registered
AN EXPERIENCE YOU'LL CRAVE	U.S.	09-JUN-2015	4753268	26-JUN-2014	86321094	AdvancePierre Foods, Inc.	Registered
BISCUIT STACKER	U.S.			07-JUL-2015	86684952	AdvancePierre Foods, Inc.	Allowed
FRESH-CUT	U.S.	07-APR-2009	3602274	03-SEP-2008	77561190	AdvancePierre Foods Inc.	Registered
GRILLED CHEEZERS	U.S.	03-SEP-2013	4396040	29-JAN-2013	85834873	AdvancePierre Foods, Inc.	Registered
LANDSHIRE	U.S.	15-AUG-2006	3128285	16-MAY-2000	76049400	AdvancePierre Foods, Inc.	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
LANDSHIRE SUPREME & DESIGN	U.S.	01-APR-2003	2702056	04-JAN-2002	76355640	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 CAFÉ & CHEF HEAD DESIGN	MEX	18-MAY-2015	1538548	20-NOV-2014	1550877	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
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
STEAK-EZE CHOPHOUSE FAVORITES & DESIGN	U.S.	14-APR-2015	4721010	27-SEP-2013	86077229	AdvancePierre Foods, Inc.	Registered
THE PUB STEAK BURGER & DESIGN	U.S.	26-APR-2016	4947122	21-OCT-2014	86430154	AdvancePierre Foods, Inc.	Registered
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
PIERRE'S CAFÉ & BAKERY	U.S.	07-JUL-2015	4769665	23-JAN-2014	86172871	AdvancePierre Foods, Inc.	Registered

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ADVANCEPIERRE FOODS	U.S.	08-SEP-2015	4807024	27-OCT-2014	86435789	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	29-AUG-1984	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