

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM729349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perdue Foods LLC		03/31/2022	Limited Liability Company: MARYLAND
Perdue Agribusiness LLC		03/31/2022	Limited Liability Company: MARYLAND
Perdue Agribusiness Grain LLC		03/31/2022	Limited Liability Company: MARYLAND
Perdue Farms Inc.		03/31/2022	Corporation: MARYLAND
Maxi Canada Inc.		03/31/2022	Corporation: CANADA
Perdue Premium Meat Company, Inc.		03/31/2022	Corporation: MARYLAND
Sioux-Preme Packing Co.		03/31/2022	Corporation: IOWA

## RECEIVING PARTY DATA

<b>Name:</b>	Ing Capital LLC
<b>Street Address:</b>	1133 Avenue of the Americas, 7th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10036
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 255

Property Type	Number	Word Mark
Registration Number:	4108732	ALEXANDER & HORNUNG
Registration Number:	5490104	ALEXANDER & HORNUNG
Registration Number:	6217672	AMINOLEIC
Registration Number:	4228921	BROOKSIDE BRAND
Registration Number:	4121237	BUTCHER BOY
Registration Number:	6222874	CALFBEL
Registration Number:	6137140	CHICKEN PLUS
Registration Number:	6274390	CHICKEN PLUS
Registration Number:	6274391	CHICKEN PLUS
Registration Number:	6583994	CHICKEN THE WAY IT USED TO BE, AND SHOUL
Registration Number:	6441234	COLEMAN ORGANIC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6441235	COLEMAN ORGANIC
Registration Number:	5407000	COMPETITION IS NONE
Registration Number:	5956431	DELIVERING HOPE TO OUR NEIGHBORS
Registration Number:	6229200	ESTABLISH LACTOSHIELD
Registration Number:	5797215	FAMILY OWNED SPOT FARMS TRAINING BITES
Registration Number:	5975171	
Registration Number:	1004044	FARMER PEET'S
Registration Number:	4118272	FARMER PEET'S
Registration Number:	6591360	
Registration Number:	6591361	
Registration Number:	5675486	FINEST TASTING MEAT IN THE WORLD
Registration Number:	5686590	FLAVORWINGS
Registration Number:	6609001	FLOCKLEADER
Registration Number:	5858200	FREE RANGE USA GROWN
Registration Number:	5748737	FRESHNESS GUARANTEED
Registration Number:	5857760	IT'S NOT THE EASY WAY. IT'S THE PERDUE W
Registration Number:	5926686	JIM PERDUE QUALITY, SERVICE & RELIABILIT
Registration Number:	5407233	
Registration Number:	4108878	
Registration Number:	5827699	
Registration Number:	5833945	
Registration Number:	5827937	
Registration Number:	5833986	
Registration Number:	6155418	NATURAL ESSENTIALS
Registration Number:	6211422	NIMAN RANCH
Registration Number:	5666877	N · NIMAN RANCH ·
Registration Number:	6478707	NIMAN RANCH N RAISED WITH CARE
Registration Number:	5710563	NO ANTIBIOTICS EVER NO HORMONES ADDED NO
Registration Number:	5710562	NO ANTIBIOTICS EVER NO HORMONES ADDED NO
Registration Number:	5704825	NO ANTIBIOTICS EVER NO HORMONES OR STERO
Registration Number:	5698237	NO ANTIBIOTICS EVER NO HORMONES OR STERO
Registration Number:	5407002	NOW YOU'RE SNACKING WITH THE BEST!
Registration Number:	3357688	PANORAMA
Registration Number:	5120469	PASTUREBIRD
Registration Number:	6185335	
Registration Number:	5891748	PEARL
Registration Number:	6564466	PERDUE AGRIBUSINESS
Registration Number:	6617594	PERDUE AGRIBUSINESS

Property Type	Number	Word Mark
Registration Number:	6577493	PERDUE FARMS
Registration Number:	6577477	PERDUE FARMS - A FAMILY OF FARMERS SINCE
Registration Number:	6455889	PERDUE FRESH CUTS
Registration Number:	5792234	PERDUE STRIKE OUT HUNGER
Registration Number:	5764479	PETALUMA POULTRY SUSTAINABLY FARMED CHIC
Registration Number:	5748735	POULTRY CARE VERIFIED
Registration Number:	5746504	POULTRY PIONEERS SINCE 1969
Registration Number:	5748736	QUALITY GUARANTEED OR MONEY BACK
Registration Number:	5643728	RAISED WITH CARE
Registration Number:	5760906	RANGER THE FREE RANGE CHICKEN
Registration Number:	5848397	REAL TALK
Registration Number:	5848396	REAL TALK
Registration Number:	5748698	ROCKY THE FREE RANGE CHICKEN
Registration Number:	5748699	ROSIE THE ORIGINAL ORGANIC CHICKEN
Registration Number:	5803342	ROXY THE ORGANIC CHICKEN
Registration Number:	5840229	SCIENCE BASED. RESEARCH DRIVEN.
Registration Number:	6631195	SCIENCE BASED. RESEARCH DRIVEN.
Registration Number:	6555349	SHORT CUTS
Registration Number:	5852648	SIMPLE GOODNESS
Registration Number:	5840228	SPECTRUM AGRIBLUE
Registration Number:	6119200	SPECTRUM AGRIGOLD
Registration Number:	5863476	SPECTRUM AGRIRED
Registration Number:	5602079	SPECTRUM FUSION
Registration Number:	5668212	SPECTRUM FUSION
Registration Number:	5602080	SPECTRUM FUSION
Registration Number:	6475240	THANKSNUGGETS
Registration Number:	6335989	THE PERDUE KITCHEN
Registration Number:	6107174	THE WAY NATURE INTENDED FOR OVER 125 YEA
Registration Number:	6244073	THE WAY NATURE INTENDED SINCE 1875
Registration Number:	5773054	USA SOURCED 100% DUCK
Registration Number:	5527978	VIRGINIA DAVIS BRAND MEATS
Registration Number:	5539449	WESTERN GRASSFED BEEF
Registration Number:	5928933	WILD JERKY
Registration Number:	6082092	WILD SHREDS
Registration Number:	2827280	YUMMY
Registration Number:	2890689	DINO BUDDIES
Registration Number:	6077439	FUN.NUTRITIOUS.DELICIOUS.
Registration Number:	3169931	CHICK'N TEASERS

Property Type	Number	Word Mark
Registration Number:	1883710	SAFARI BUDDIES
Serial Number:	90731523	THE BEST TASTING CHICKEN IN THE WORLD
Serial Number:	97235266	
Serial Number:	90672398	SCIENCE BASED. RESEARCH DRIVEN.
Serial Number:	90853892	RANCH RAISED USA GROWN
Serial Number:	90870805	RAISED WITHOUT ANTIBIOTICS IN PENNSYLVAN
Serial Number:	90870801	RAISED WITHOUT ANTIBIOTICS IN DELAWARE
Serial Number:	90884543	PERDUE
Serial Number:	97052581	PERDUE FRESH CUTS
Serial Number:	97220039	PERDUE AGRIBUSINESS
Serial Number:	90884509	PERDUE
Serial Number:	97181504	PANORAMA 360° PROMISE
Serial Number:	97181498	PANORAMA 360° PROMISE
Serial Number:	97181491	PANORAMA 360° PROMISE
Serial Number:	90870786	
Serial Number:	90692332	NATURAL CUTS
Serial Number:	90868069	
Serial Number:	90868036	
Serial Number:	90868045	
Serial Number:	90868059	
Serial Number:	90356896	
Serial Number:	90356945	
Serial Number:	90870782	
Serial Number:	90870790	
Serial Number:	88937867	FRESH CUTS
Serial Number:	90870775	CHICKEN SOURCED FROM CALIFORNIA
Serial Number:	90870778	
Serial Number:	90870771	
Serial Number:	90870770	BEEF SOURCED FROM CALIFORNIA*
Serial Number:	90672420	
Serial Number:	90672412	
Serial Number:	90285359	PANORAMA ORGANIC
Serial Number:	90285354	PANORAMA ORGANIC
Serial Number:	90291499	PANORAMA ORGANIC
Serial Number:	90135579	360 DEGREE PROMISE
Serial Number:	88671045	AGSTRONG
Serial Number:	90648317	ARRIVE
Serial Number:	90648391	ARRIVE. THRIVE. RECOVER.

Property Type	Number	Word Mark
Serial Number:	88849456	
Serial Number:	88641303	BECAUSE EVERYONE ELSE IS FROM ANYWHERE E
Serial Number:	88282245	BEEF PLUS
Serial Number:	88815325	BUGS NOT DRUGS
Serial Number:	90023306	CAGE FREE USA GROWN
Serial Number:	88849446	
Serial Number:	90123975	CALFBEL ABSORB
Serial Number:	88596430	CHICKEN OF YESTERDAY
Serial Number:	88414796	CHICKEN PLUS
Serial Number:	88414772	CHICKEN PLUS
Serial Number:	88862841	DEFEND-O
Serial Number:	97254284	DELIVERING HOPE TO OUR NEIGHBORS
Serial Number:	90026689	ESTABLISH
Serial Number:	88488098	ESTABLISH CALFBEL
Serial Number:	88737240	ESTABLISH FLOCKLEADER
Serial Number:	88013111	FARMERS. NEIGHBORS. FAMILY.
Serial Number:	88658464	
Serial Number:	88658484	
Serial Number:	90467041	FLOCKLEADER ABSORB
Serial Number:	97218217	FLOCKLEADER ARRIVE
Serial Number:	97218205	FLOCKLEADER THRIVE
Serial Number:	97164423	FOR THE FUR-BALL WHO DESERVES IT ALL
Serial Number:	88293956	FREEDOM FRANKS
Serial Number:	88469076	FULL MOON
Serial Number:	88469081	FULL MOON
Serial Number:	90023219	FULL MOON FRESHLY CRAFTED
Serial Number:	88871484	GOURMET PORTIONS
Serial Number:	97218184	GUTLEADER
Serial Number:	90767712	HEALTHY COOP
Serial Number:	97029110	HUNGRY TO RAISE BETTER CHICKEN
Serial Number:	90870793	
Serial Number:	88509280	IT'S NOT THE EASY WAY
Serial Number:	88509254	IT'S NOT THE EASY WAY. IT'S THE PERDUE W
Serial Number:	88509310	IT'S THE PERDUE WAY
Serial Number:	88864704	LACTOSHIELD
Serial Number:	97220024	LACTOSHIELD
Serial Number:	90648296	LITTERPRO
Serial Number:	97254302	

Property Type	Number	Word Mark
Serial Number:	97254294	
Serial Number:	97225451	
Serial Number:	88862868	NEWBORN-O
Serial Number:	87952244	NIMAN RANCH
Serial Number:	90539859	NIMAN RANCH
Serial Number:	87952279	NIMAN RANCH N RAISED WITH CARE
Serial Number:	90539904	· NIMAN RANCH · N RAISED WITH CARE
Serial Number:	88523608	NOT TOO CHICKEN TO CHANGE
Serial Number:	90877945	PASTURE BEEF
Serial Number:	90877905	PASTURE BIRD
Serial Number:	90877961	PASTURE COW
Serial Number:	90877921	PASTURE PIG
Serial Number:	90877931	PASTUREBEEF
Serial Number:	90880351	
Serial Number:	90880378	
Serial Number:	90880390	
Serial Number:	90880396	
Serial Number:	90877950	PASTURECOW
Serial Number:	90877915	PASTUREPIG
Serial Number:	90880364	
Serial Number:	97100429	PERDUE
Serial Number:	97100437	PERDUE
Serial Number:	97100448	PERDUE
Serial Number:	97100420	PERDUE ANIMAL NUTRITION
Serial Number:	97100425	PERDUE ANIMAL NUTRITION
Serial Number:	97258498	PERDUE CARBON PROGRAM
Serial Number:	97158005	PERDUE CHICKEN HANDHELDS
Serial Number:	90753214	PERDUE CHICKEN PLUS CHICKEN TOTS
Serial Number:	90753237	PERDUE CUT BACON WRAPPED CHICKEN BREAST
Serial Number:	97254297	PERDUE DELIVERING HOPE TO OUR NEIGHBORS
Serial Number:	97254290	PERDUE DELIVERING HOPE TO OUR NEIGHBORS
Serial Number:	87412284	PERDUE FAMILY FARMS
Serial Number:	97182973	PERDUE FARM FRESH PROTEIN ESTD. 1920 RAI
Serial Number:	88658410	PERDUE FARMS
Serial Number:	88658446	PERDUE FARMS - A FAMILY OF FARMERS SINCE
Serial Number:	87910321	PERDUE GOURMET GRINDS
Serial Number:	88871467	PERDUE GOURMET PORTIONS
Serial Number:	97130691	PERDUE LOGISTICS

Property Type	Number	Word Mark
Serial Number:	97130708	PERDUE LOGISTICS A FREIGHT BROKERAGE COM
Serial Number:	97130725	PERDUE LOGISTICS A FREIGHT BROKERAGE COM
Serial Number:	88282055	PERDUE PLUS
Serial Number:	88282035	PERDUE PLUS
Serial Number:	88282096	PERDUE PROTEIN PLUS
Serial Number:	88282108	PERDUE PROTEIN PLUS
Serial Number:	90684014	PERDUE RESERVE
Serial Number:	88282234	PORK PLUS
Serial Number:	97062646	PROPALM 85
Serial Number:	88282083	PROTEIN PLUS
Serial Number:	88282065	PROTEIN PLUS
Serial Number:	97070506	RAISED TO GRAZE ON FRESH PASTURE DAILY
Serial Number:	87952265	RAISED WITH CARE
Serial Number:	90539873	RAISED WITH CARE
Serial Number:	90204150	RAISED WITH CARE BY PEOPLE WHO CARE
Serial Number:	90171467	RAISING CHICKENS LIKE CHICKENS
Serial Number:	90171576	RAISING HAPPY AND HEALTHY CHICKENS SINCE
Serial Number:	90648341	RECOVER
Serial Number:	90648373	RECOVER 911
Serial Number:	90648355	RECOVER PLUS
Serial Number:	97017485	ROOTSTOCK REGENERATIVE
Serial Number:	90088942	RUMABALANCE
Serial Number:	88054413	SAUCE AND TOSS
Serial Number:	97220012	SCIENCE BASED. RESEARCH DRIVEN.
Serial Number:	88812120	SHENANDOAH
Serial Number:	88812126	SHENANDOAH
Serial Number:	88812131	SHENANDOAH
Serial Number:	97032882	SHORT CUTS
Serial Number:	88641326	SO SONOMA
Serial Number:	88782978	SOLIO
Serial Number:	90734410	SPECTRUM BALANCE
Serial Number:	97019826	SPECTRUM DISTINCT
Serial Number:	90023258	SPOT FARMS FARM FRESH
Serial Number:	97052535	THANKSDIPPINGS
Serial Number:	90135566	THE 360 DEGREE PANORAMA PROMISE
Serial Number:	90731498	THE BEST TASTING CHICKEN SINCE THE EGG
Serial Number:	90731510	THE BEST TASTING CHICKEN SINCE CHICKEN
Serial Number:	90539891	THE FINEST TASTING MEAT IN THE WORLD

Property Type	Number	Word Mark
Serial Number:	87952272	THE FINEST TASTING MEAT IN THE WORLD
Serial Number:	88844609	THE OTHER GUYS
Serial Number:	97040570	THE PERDUE KITCHEN
Serial Number:	88507474	THE WAY NATURE INTENDED SINCE 1875
Serial Number:	90648327	THRIVE
Serial Number:	88282212	TURKEY PLUS
Serial Number:	88681061	VEGGIES HIDDEN IN EVERY SERVING
Serial Number:	90894179	WE BELIEVE NATURE IS OUR PARTNER NOT OUR
Serial Number:	90894140	WE CALL IT THE BEAUTIFUL DANCE
Serial Number:	88843959	WE FEED HAPPINESS
Serial Number:	88425010	WILD STEWS
Serial Number:	88800879	WORLD CHEF
Serial Number:	88862854	YOUNG-O
Serial Number:	88244627	YUMMY FUN.NUTRITIOUS.DELICIOUS.
Serial Number:	88244677	
Serial Number:	90841044	HOT CHICKEN BREAST FRIES

**CORRESPONDENCE DATA**

Fax Number: 6175236850

*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: 617-523-2700

Email: susan.dinicola@hklaw.com, Connor.holding@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	05/20/2022

**Total Attachments: 24**

source=Perdue Trademark Security Agreement#page1.tif  
source=Perdue Trademark Security Agreement#page2.tif  
source=Perdue Trademark Security Agreement#page3.tif  
source=Perdue Trademark Security Agreement#page4.tif  
source=Perdue Trademark Security Agreement#page5.tif  
source=Perdue Trademark Security Agreement#page6.tif  
source=Perdue Trademark Security Agreement#page7.tif  
source=Perdue Trademark Security Agreement#page8.tif  
source=Perdue Trademark Security Agreement#page9.tif  
source=Perdue Trademark Security Agreement#page10.tif  
source=Perdue Trademark Security Agreement#page11.tif



source=Perdue Trademark Security Agreement#page12.tif  
source=Perdue Trademark Security Agreement#page13.tif  
source=Perdue Trademark Security Agreement#page14.tif  
source=Perdue Trademark Security Agreement#page15.tif  
source=Perdue Trademark Security Agreement#page16.tif  
source=Perdue Trademark Security Agreement#page17.tif  
source=Perdue Trademark Security Agreement#page18.tif  
source=Perdue Trademark Security Agreement#page19.tif  
source=Perdue Trademark Security Agreement#page20.tif  
source=Perdue Trademark Security Agreement#page21.tif  
source=Perdue Trademark Security Agreement#page22.tif  
source=Perdue Trademark Security Agreement#page23.tif  
source=Perdue Trademark Security Agreement#page24.tif

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of March 31, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and ING CAPITAL LLC (“ING”), in its capacity as collateral agent (together with its permitted successors and assigns, “Collateral Agent”) for the Secured Parties.

**WITNESSETH:**

WHEREAS, PERDUE FOODS LLC, a Maryland limited liability company (“Perdue Foods”), PERDUE AGRIBUSINESS LLC, a Maryland limited liability company (“Perdue AgriBusiness”), PERDUE AGRIBUSINESS GRAIN LLC, a Maryland limited liability company (“Perdue Grain”), MAXI CANADA INC., a an amalgamated company under the laws of the Province of Nova Scotia, Canada (“Maxi Canada”), PERDUE FARMS INC., a Maryland corporation (the “Parent” and, together with Perdue Foods, Perdue AgriBusiness, Perdue Grain and Maxi Canada, each individually a “Borrower” and collectively the “Borrowers”), certain subsidiaries of the Parent identified as a “Guarantor” therein, the various banks and financial institutions party thereto as a “Lender” (each a “Lender”, and collectively, the “Lenders”), Administrative Agent and Collateral Agent have entered into that certain Amended and Restated Credit Agreement dated as of March 31, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, the Secured Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the other Grantors as provided for in the Credit Agreement and the other Transaction Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement dated as of March 31, 2022 (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 Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements hereinafter set forth, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, collaterally assigns, and pledges to Collateral Agent, for the ratable benefit of the Secured Parties, a Security Interest in all of such Grantor’s right, title, and interest in and to the following property, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s Trademarks, including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and 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 Grantors, or any of them, to Collateral Agent, the Secured Parties, 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 interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any additional trademarks or ownership of any new U.S. applications for registration of trademarks (other than any intent-to-use trademark application constituting Excluded Property) included in the Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the U.S. Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any new trademark rights and registered or applied for trademarks of 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 Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **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 agreement. 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 other electronic transmission shall be deemed an original signature hereto.


7. **GOVERNING LAW.** This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York

[Remainder of Page Intentionally Left Blank]


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

**GRANTORS:**

**PERDUE FOODS LLC**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**PERDUE AGRIBUSINESS LLC**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**PERDUE AGRIBUSINESS GRAIN LLC**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**PERDUE FARMS INC.**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**MAXI CANADA INC.**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**PERDUE PREMIUM MEAT COMPANY, INC.**


By:   
Name: Brenda M. Galgano  
Title: Treasurer


**SIOUX-PREME PACKING CO.**

By:   
Name: Brenda M. Galgano  
Title: Treasurer

**ACKNOWLEDGED AND  
AGREED:**

**ING CAPITAL LLC, as Collateral Agent**

By:   
\_\_\_\_\_  
Name: Daniel W. Lamprecht  
Title: Managing Director

By:   
\_\_\_\_\_  
Name: Jeff P. Geisbauer  
Title: Director