TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		06/30/2004	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	Fresh Foods Properties, LLC
Street Address:	9990 Princeton Road
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45246
Entity Type:	LTD LIAB JT ST CO: NORTH CAROLINA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	73411034	'FLUFFY'
Serial Number:	73102603	MOM 'N' POP'S
Serial Number:	73102602	MOM 'N' POP'S
Serial Number:	73455993	MOM 'N' POP'S
Serial Number:	73457698	MOM 'N' POP'S
Serial Number:	73121892	MOM 'N' POP'S
Serial Number:	73457697	MOM 'N' POP'S

CH $190.00 73411034

CORRESPONDENCE DATA

Fax Number: (312)660-0471
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: rprescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 200 E. Randolph Drive
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	34231-447

NAME OF SUBMITTER:	Dawn H. Dawson

Total Attachments: 4
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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is made as of June 30, 2004 ("Effective Date") by and between FRESH FOODS PROPERTIES, LLC, a North Carolina limited liability corporation, with its principal office at 9990 Princeton Road, Cincinnati, Ohio 45246 ("Properties"), and U.S. BANK NATIONAL ASSOCIATION, with its principal office at One Federal Street, 3rd Floor, Boston, Massachusetts 02110, as Trustee ("Secured Party").

WHEREAS, Properties and Secured Party entered into that certain Security Agreement among Pierre Foods, Inc. ("Pierre"); Properties and Secured Party, dated March 8, 2004, as amended (the "Security Agreement"), and Properties and Secured Party entered into that certain Trademark Security Agreement by and between Properties and Secured Party dated March 8, 2004 (the "Trademark Security Agreement" pursuant to the terms and conditions of the Security Agreement;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, Properties granted to Secured Party a second priority security interest in and to all of Properties' right, title and interest in and to all of the Collateral, and pursuant to the terms and conditions of the Trademark Security Agreement, Properties further granted to Secured Party a second priority security interest in and to all of Properties' right, title and interest in and to all of the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, the United States trademark applications set forth on Schedule B attached hereto, the U.S. state trademark registrations set forth on Schedule C attached hereto, and the foreign trademark registrations set forth on Schedule D attached hereto, in each case, together with the goodwill associated therewith; and

WHEREAS, Pierre and Properties have paid all of their outstanding indebtedness to Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby terminates the Security Agreement and the Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Collateral including, without limitation, the Trademark Collateral.

Secured Party represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Collateral.

Secured Party shall, at Properties' expense, take all further actions, and provide to Properties, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or

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other instruments), requested by Properties to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized representative as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION

Name: ALISON D.B. NADEAU

Title: VICE PRESIDENT

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
FLUFFY and Design	73/411,034	1,272,996	04/03/1984
MOM 'N' POP'S – Cl. 42	73/102,603	1,065,988	05/17/1977
MOM 'N' POP'S – Cl. 29	73/102,602	1,071,065	08/09/1977
MOM 'N' POP'S – Cl. 30	73/455,993	1,341,236	06/11/1985
MOM 'N' POP'S and Design – Cl. 30	73/457,697	1,335,749	05/14/1985
MOM 'N' POP'S and Design – Cl. 30	73/457,698	1,341,238	06/11/1985
MOM 'N' POP'S and Design – Cl. 29	73/121,892	1,095,364	07/04/1978