

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crider, Inc.		05/23/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as administrative agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3043767	CRIDER	
Registration Number:	2856961	HARVEST CREEK	
Registration Number:	2535684	CRIDER RED	
Registration Number:	3196347	HARVEST CREEK	
Serial Number:	78957737	CHICKEN MADE PERFECT	
Serial Number:	77261412	FRESH BASKET	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		

CH \$165.00 3043767

ATTORNEY DOCKET NUMBER:	1684281
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/10/2008
Total Attachments: 5 source=2430823#page1.tif source=2430823#page2.tif source=2430823#page3.tif source=2430823#page4.tif source=2430823#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This 23rd day of May, 2008, CRIDER, INC., a Georgia corporation ("*Debtor*") with its principal place of business and mailing address at One Plant Avenue, Stillmore, Georgia 30464, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CRIDER, INC.

By 

Name: WILLIAM A. CRIDER, JR.

Its: CHAIRMAN

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____

David J. Bechstein, Vice President

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 003793 FRAME: 0320

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IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CRIDER, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.



BANK OF MONTREAL, as administrative agent

By  _____
David J. Bechstein, Vice President

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION AND APPLICATIONS

CRIDER, INC.			
U. S. Trademark Applications/Registrations			
COUNTRY/ N & R Ref. No.	MARK	SERIAL NO./ REG. NO.	DATE FILED/ REG. DATE
United States 03054.1002US		76/601747	7/12/04
		3043767	1/17/2006
United States 03054.1003US	HARVEST CREEK	78/215663	2/17/03
		2856961	6/22/04
United States 03054.1006US	CRIDER RED	76/002008	3/16/2000
		2535684	2/05/02
United States 03054.1009US	 and Design	78/783873	1/3/2006
		3196347	1/9/2007
United States 03054.1010US	CHICKEN MADE PERFECT	78/957737	8/22/2006
03054.1013US	FRESH BASKET	77/261412	8/22/2007

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.