

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Perdue Farms Incorporated	12/23/2010
Perdue Holdings, Inc.	12/23/2010
Heritage Breeders, LLC	12/23/2010

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	7175517
Application Number:	11445534
Application Number:	12068312
Application Number:	12251291
Application Number:	12433526
Patent Number:	5899802
Patent Number:	5888132
Patent Number:	5512014
Application Number:	11394407

CORRESPONDENCE DATA

Fax Number: (678)553-2602

501390512

PATENT
REEL: 025568 FRAME: 0820

CH \$360.00 7175517

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6785532601
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Correspondent Name: LaShana C. Jimmar, Paralegal
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NAME OF SUBMITTER:

LaShana C. Jimmar

Total Attachments: 9

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 23rd of December, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of December 23, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Perdue Farms Incorporated, a Maryland corporation ("Perdue Farms"), Perdue Agribusiness Incorporated, a Maryland corporation ("Perdue Agribusiness"), FPP Business Services Inc. (formerly known as "Perdue Business Services Inc."), a Maryland corporation ("FPP Business Services"), CNF Holdings, LLC, a Delaware limited liability company ("CNF Holdings"; together with Perdue Farms, Perdue Agribusiness and FPP Business Services, each individually a "Borrower" and collectively the "Borrowers"), FPP Family Investments, Inc. (formerly known as "Perdue Incorporated"), a Maryland corporation (the "Parent") and certain subsidiaries of the Parent party thereto from time to time as a "Guarantor", the various banks and lending institutions identified on the signature pages thereto as a "Bank" (each a "Bank", and collectively, the "Banks"), Rabobank, in its capacity as administrative agent for the Banks ("Administrative Agent"), Collateral Agent and the other agents party thereto, Banks are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; 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 December 23, 2010 (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 Patent 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 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 PATENT COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, except to the extent excluded in Section 2 of the Security Agreement (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent 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 Patent 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 Patent 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 Patent 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 new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Collateral Agent, within 45 days after the end of each fiscal quarter, with respect to any new patent application filed with the United States Patent and Trademark Office, provided that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the United States Patent and Trademark Office. 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 such new patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent 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 Patent 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. **CONSTRUCTION.** Unless the context of this Patent 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 Patent Security Agreement or any other Credit Document refer to this Patent Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent 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 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 and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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

GRANTORS:

PERDUE FARMS INCORPORATED, a
Maryland corporation

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: Treasurer

PERDUE HOLDINGS, INC., a
Delaware corporation

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: President

HERITAGE BREEDERS, LLC, a
Maryland limited liability company

By: Thomas E. Mahn
Name: Thomas E. Mahn
Title: Treasurer

**ACKNOWLEDGED AND
AGREED:**

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Collateral Agent**

By: 
Name: Michaelene Donegan
Title: Executive Director

By: 
Name: Brett Collino
Title: Executive Director

PATENT SECURITY AGREEMENT

**PATENT
REEL: 025568 FRAME: 0826**

SCHEDULE I

to

PATENT SECURITY AGREEMENT

Patent Registrations

Issued Patents

Grantor	Country	Patent	U.S. Patent No.	Issue Date
Perdue Holdings, Inc.	U.S.A.	Semi-Boneless Poultry Product	7,175,517	2/13/2007

TOIDOC51-#292465-v2

Schedule 1 to Patent Security Agreement

PATENT
REEL: 025568 FRAME: 0827

Pending Patent Applications

Grantor	Country	Patent Application	Patent Application No.	Filing Date
Perdue Holdings, Inc.	U.S.A.	Method for Continuously Processing Meat Substrates Using a Marinade with Increased Viscosity	11/445,534	6/2/2006
Perdue Holdings, Inc.	U.S.A.	System and Method for Coating a Food Product Using a Flat Line Coating System and a Food Product Manufactured Therefrom	12/068,312	2/5/2008
Perdue Holdings, Inc.	U.S.A.	Title withheld due to Non-publication Request	12/251,291	10/14/2008
Perdue Holdings, Inc.	U.S.A.	Title withheld due to Non-publication Request	12/433,526	4/30/2009

Patent Licenses

Licensors	Licensee	Effective Date	Expiration Date	Royalties
Dr. Bertram B. Burnett	Perdue Farms Incorporated (Milford, DE plant)	9/8/2003	9/8/2008	\$350/month, adjustment to occur each Feb. 1. (U.S. Patents No. 5,899,802; No. 5,888,132; and No. 5,512,014)
Dr. Bertram B. Burnett	Perdue Farms Incorporated (Cromwell, KY plant)	5/24/2004	6/5/2009	\$400/month, adjustment to occur each Feb. 1. (U.S. Patents No. 5,899,802; No. 5,888,132; and No. 5,512,014)
Dr. Bertram B. Burnett	Perdue Farms Incorporated (Perry, GA plant)	6/14/2004	6/14/2009	\$400/month, adjustment to occur each Feb. 1. (U.S. Patents No. 5,899,802; No. 5,888,132; and No. 5,512,014)
Dr. Bertram B. Burnett	Perdue Farms Incorporated (Dillon, SC plant)	10/19/1999	11/13/2009	\$300/month, adjustment to occur each Feb. 1. (U.S. Patents No. 5,899,802; No. 5,888,132; and No. 5,512,014)
Dr. Bertram B. Burnett	Perdue Farms Incorporated (Accomac, VA plant)	1/19/2005	1/19/2010	\$450/month, adjustment to occur each Feb. 1. (U.S. Patents No. 5,899,802; No. 5,888,132; and No. 5,512,014)
Dr. Bertram B. Burnett	Perdue Farms Incorporated	3/8/2005	3/8/2010	\$450/month, adjustment to occur each Feb. 1.

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Schedule 1 to Patent Security Agreement

Licensors	Licensee	Effective Date	Expiration Date	Royalties
	(Lewiston, NC plant)			(U.S. Patents No. 55,899,802; No. 5,888,132; and No. 5,512,014)
Dr. Bertram B. Burnett	Perdue Farms Incorporated (Rockingham, NC plant)	8/27/2005	8/27/2010	\$450/month, adjustment to occur each Feb. 1. (U.S. Patents No. 5,899,802; No. 5,888,132; and No. 5,512,014)
Perdue Holdings, Inc.	Material Improvements, LP	3/30/2006	Expires when the last patent within the Patent Rights expires.	6% of Gross Revenue from sales of Licensed Products to marketing contacts provided by Perdue; 5% of Gross Revenues from sales of Licensed Products to all other customers (U.S. Patent Application Serial No. 11/394,407)
GenoTypers Limited	Heritage Breeders, LLC	2/18/2008	Expires on date Heritage's obligation to pay royalties expires or 12/31/2015, whichever is earlier	10% on the Estimated Benefit of Discovered Markers (Trade Secret/Technology License, no patents or patent applications)