

08-18-2004



102816166

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Pierre Merger Corp. 8.1604
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other

2. Name and Address of receiving party(ies)
Name: Wachovia Bank, N.A.
Internal
Address: One Wachovia Center
Street Address: 301 South College Street
City: Charlotte State: NC Zip: 28288
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
Other National Association

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other

Execution Date: June 30, 2004

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING LLP
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 2315.00
Enclosed
Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Warren L. Nachlis Signature
August 11, 2004 Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/17/2004 6TON11 00000008 78262794
01 FC:8521 40.00 OP
02 FC:8522 2275.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

2. Name of conveying party(ies):

Pierre Foods, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

3. Name of conveying party(ies):

PF Management Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

4. Name of conveying party(ies):

Pierre Holding Corp.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

5. Name of conveying party(ies):

Fresh Foods Properties, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Continuation of Box 4:

Application Numbers

78/262,794	78/390,488	78/370,038	78/377,082	78/354,593
78/354,587	78/295,309	78/372,280	78/377,076	78/354,595
78/354,589	78/354,581	78/354,569	78/262,770	78/354,591
78/195,705	78/354,585	78/354,572	78/290,381	78/354,592
78/354,551	78/370,046	78/262,779	78/392,703	78/290,290
78/354,564	78/370,410	78/233,288	78/392,711	78/295,306
78/390,484	78/370,033	78/233,287		

Registrations Numbers

1,065,988	1,331,238	1,598,832	2,005,805	2,322,506	2,525,981
1,071,065	1,335,749	1,599,764	2,016,292	2,327,377	2,529,860
1,095,364	1,341,236	1,626,155	2,052,455	2,327,379	2,544,625
1,121,101	1,341,238	1,642,199	2,112,383	2,330,338	2,561,735
1,257,730	1,387,648	1,677,773	2,132,710	2,345,081	2,614,524
1,270,140	1,388,435	1,781,595	2,152,895	2,426,560	2,614,772
1,270,954	1,505,013	1,876,055	2,261,726	2,437,502	2,716,691
1,272,996	1,505,035	1,912,699	2,273,614	2,485,773	2,784,407
1,275,419	1,517,327	1,917,400	2,302,272	2,505,029	2,849,785
1,276,424	1,554,935	1,928,706	2,319,248	2,510,217	

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 30, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Wachovia Bank, National Association, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Pierre Foods, Inc. (as surviving entity of the Merger), a North Carolina corporation, has entered into a Credit Agreement dated as of June 30, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Wachovia Bank, National Association, as Administrative Agent and Collateral Agent, Banc of America Securities LLC as Syndication Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 30, 2004 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the 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, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

PIERRE MERGER CORP.

By Rob. P. Suci
Title:

Address for Notices:
9990 Princeton Road
Cincinnati, OH 45246

PIERRE FOODS, INC.

By Re M. Witten
Title:

Address for Notices:
9990 Princeton Road
Cincinnati, OH 45246

PF MANAGEMENT INC.

By Re M. Witten
Title:

Address for Notices:
c/o Madison Dearborn Partners
Three First National Plaza, Suite 3800
Chicago, IL 60602

PIERRE HOLDING CORP.

By Rob. P. Suci
Title:

Address for Notices:
9990 Princeton Road
Cincinnati, OH 45246

FRESH FOODS PROPERTIES, LLC

By Re M. Witten
Title:

Schedule V
Patents, Trademarks and Trade Names, Copyrights and IP Agreements

I. Patents

Grantor	Patent Titles	Country	Patent No.	Applic. No.	Filing Date	Issue Date
Pierre Foods, Inc.	Food Mold Plate and Assembly	USA	6,398,540	611271	July 6, 2000	June 4, 2002

II. Domain Names and Trademarks

Grantor	Domain Name/Mark	Country	Reg. No.	Applic. No.	Filing Date	Reg. Date
Pierre Foods	pierrefoods.com					06/04/98
Pierre Foods	pierrecmdty.com					08/19/02
Pierre Foods, Inc.	BIG AZ	USA	2,614,772	76/254,000	05/08/2001	09/03/2002
Pierre Foods, Inc.	BREAKFAST ON THE GO! and Design	USA	2,005,805	74/695,460	06/30/1995	10/08/1996
Pierre Foods, Inc.	CAFÉ PIERRE	USA	1,876,055	74/364,057	03/03/1993	01/24/1995
Pierre Foods, Inc.	CAFETERIA ADVENTURES	USA	2,426,560	75/816,574	10/06/1999	02/06/2001
Pierre Foods, Inc.	CHIX-B-Q – Cl. 29	USA	2,544,625	76/210,949	02/15/2001	03/05/2002
Pierre Foods, Inc.	CHIX-B-Q – Cl. 30	USA	2,510,217	76/210,948	02/15/2001	11/20/2001
Pierre Foods, Inc.	CHOP HOUSE – Cl. 29	USA	2,529,860	76/272,195	06/15/2001	01/15/2002
Pierre Foods, Inc.	CHOP HOUSE – Cl. 30	USA	2,561,735	76/272,440	06/15/2001	04/16/2002
Pierre Foods, Inc.	COMMODITY MAGIC	USA	1,331,238	73/496,943	08/29/1984	04/16/1985
Pierre Foods, Inc.	DELI BREAK	USA	2,614,524	76/211,365	02/15/2001	09/03/2002
Pierre Foods, Inc.	DINE 'N' WITH	USA	1,912,699	74/507,554	03/31/1994	08/15/1995
Pierre Foods, Inc.	FAST CHOICE – Cl. 30	USA	2,052,455	75/076,168	03/21/1996	04/15/1997
Pierre Foods, Inc.	FAST CHOICE – Cl. 29	USA	2,152,895	75/076,172	03/21/1996	04/21/1998
Pierre Foods, Inc.	FASTBITES	USA	2,261,726	75/513,223	07/07/1998	07/13/1999
Pierre Foods, Inc.	FRENCH TOAST BOAT	USA	1,554,935	73/766,865	12/02/1988	09/05/1989
Pierre Foods, Inc.	FRENCH TOAST BOAT and Design	USA	1,626,155	73/774,889	01/17/1989	12/04/1990
Pierre Foods, Inc.	GLOBAL GRILL	USA	2,112,383	75/208,171	12/04/1996	11/11/1997
Pierre Foods, Inc.	GOLDDIGGER	USA	1,121,101	73/173,253	06/05/1978	06/26/1979
Pierre Foods, Inc.	H.E.L.P.S. HEALTHCARE ENTRÉE LOW PREP SOLUTIONS	USA	2,273,614	75/392,520	11/19/1997	08/31/1999

Grantor	Domain Name/Mark	Country	Reg. No.	Applic. No.	Filing Date	Reg. Date
Pierre Foods, Inc.	HAM-N-GO Stylized	USA	2,345,081	75/641,478	02/18/1999	04/25/2000
Pierre Foods, Inc.	HEARTHSIDE SELECT	USA	2,485,773	75/676,610	04/07/1999	09/04/2001
Pierre Foods, Inc.	HOT DIGGITY SUBS	USA	1,388,435	73/464,251	02/06/1984	04/01/1986
Pierre Foods, Inc.	HOT DIGGITY SUBS and Design	USA	1,387,648	73/464,161	02/06/1984	03/25/1986
Pierre Foods, Inc.	HOT 'N' READY	USA	2,716,691	76/258,563	05/17/2001	05/13/2003
Pierre Foods, Inc.	LEAN MAGIC	USA	1,677,773	74/140,493	02/19/1991	03/03/1992
Pierre Foods, Inc.	LIKE MOM'S and Design	USA	1,517,327	73/720,859	04/01/1988	12/20/1988
Pierre Foods, Inc.	LINK-N-DOG	USA	1,917,400	74/507,074	03/30/1994	09/05/1995
Pierre Foods, Inc.	MAIN STREET DINER	USA	2,525,981	75/928,450	02/25/2000	01/01/2002
Pierre Foods, Inc.	MICRO-WICHES	USA	1,505,035	73/703,228	12/28/1987	09/20/1988
Pierre Foods, Inc.	PIERRE CREATIONS	USA	2,784,407	78/195,712	12/18/2002	11/18/2003
Pierre Foods, Inc.	PIERRE MAIN STREET DINER	USA	2,016,292	74/613,401	12/20/1994	11/12/1996
Pierre Foods, Inc.	PIERRE SELECT - Cl. 29	USA	2,505,029	75/617,210	01/08/1999	11/06/2001
Pierre Foods, Inc.	PIERRE SELECT - Cl. 30	USA	2,437,502	75/617,209	01/08/1999	03/20/2001
Pierre Foods, Inc.	PIZZA PARLOR SANDWICH - Cl. 30	USA	1,270,140	73/366,680	06/23/1982	03/13/1984
Pierre Foods, Inc.	PIZZA PARLOR SANDWICH - Cl. 30	USA	1,642,199	74/058,325	05/14/1990	04/23/1991
Pierre Foods, Inc.	PROUD TO SERVE - Cl. 30	USA	2,330,338	75/597,580	12/01/1998	03/14/2000
Pierre Foods, Inc.	PROUD TO SERVE - Cl. 29	USA	2,327,379	75/597,581	12/01/1998	03/07/2000
Pierre Foods, Inc.	PROUD TO SERVE AMERICA'S HEROS	USA	2,327,377	75/591,729	11/10/1998	03/07/2000
Pierre Foods, Inc.	RIB NIBBLERS	USA	2,319,248	75/641,477	02/18/1999	02/15/2000
Pierre Foods, Inc.	RIB-B-Q - Cl. 29	USA	1,257,730	73/373,463	07/07/1982	11/15/1983
Pierre Foods, Inc.	RIB-B-Q - Cl. 30	USA	1,270,954	73/408,608	01/10/1983	03/20/1984
Pierre Foods, Inc.	RIB-B-Q - Cl. 30	USA	1,598,832	73/822,522	08/30/1989	05/29/1990
Pierre Foods, Inc.	RIB-B-Q and Design - Cl. 29	USA	1,276,424	73/400,038	10/14/1982	05/01/1984
Pierre Foods, Inc.	RIB-B-Q and Design - Cl. 30	USA	1,275,419	73/408,773	01/10/1983	04/24/1984
Pierre Foods, Inc.	RIB-B-Q and Design - Cl. 29	USA	2,132,710	75/252,821	03/06/1997	01/27/1998
Pierre Foods, Inc.	SAUS-A-RAGE	USA	1,928,706	74/507,127	03/30/1994	10/17/1995
Pierre Foods, Inc.	SELECT RECIPE	USA	2,322,506	75/610,898	12/23/1998	02/22/2000

Grantor	Domain Name/Mark	Country	Reg. No.	Applic. No.	Filing Date	Reg. Date
Pierre Foods, Inc.	SHOESTRINGS	USA	2,302,272	75/641,476	02/18/1998	12/21/1999
Pierre Foods, Inc.	TWO-FERS	USA	1,505,013	73/690,934	10/22/1987	09/20/1988
Pierre Foods, Inc.	TWO-FERS	USA	1,599,764	73/822,571	08/30/1989	06/05/1990
Pierre Foods, Inc.	WONDERBITES	USA	1,781,595	74/291,428	07/06/1992	07/13/1993
Pierre Foods, Inc.	"AZ"ZETIZERS	USA	pending	78/262,794	06/16/2003	
Pierre Foods, Inc.	BALANCE CHECK - Cl. 29	USA	pending	78/354,587	01/20/2004	
Pierre Foods, Inc.	BALANCE CHECK - Cl. 30	USA	pending	78/354,589	01/20/2004	
Pierre Foods, Inc.	BISTRO CREATIONS	USA	pending	78/195,705	12/18/2002	
Pierre Foods, Inc.	BODY BY PIERRE - Cl. 29	USA	pending	78/354,551	01/20/2004	
Pierre Foods, Inc.	BODY BY PIERRE - Cl. 30	USA	pending	78/354,564	01/20/2004	
Pierre Foods, Inc.	BUBBA TWINS	USA	2,849,785	78/233,281	04/02/2003	06/01/04
Pierre Foods, Inc.	BUILDING HEALTHY LIFESTYLES FOR EVERY BODY - Cl. 29	USA	pending	78/390,484	03/25/2004	
Pierre Foods, Inc.	BUILDING HEALTHY LIFESTYLES FOR EVERY BODY - Cl. 30	USA	pending	78/390,488	03/25/2004	
Pierre Foods, Inc.	BURRITO ON A BUN - CL. 30	USA	pending	78/295,309	09/03/2003	
Pierre Foods, Inc.	CALORIE CHECK - Cl. 29	USA	pending	78/354,581	01/20/2004	
Pierre Foods, Inc.	CALORIE CHECK - Cl. 30	USA	pending	78/354,585	01/20/2004	
Pierre Foods, Inc.	CARB GAUGE - Cl. 29	USA	pending	78/370,046	02/18/2004	
Pierre Foods, Inc.	CARB GAUGE - Cl. 30	USA	pending	78/370,410	02/19/2004	
Pierre Foods, Inc.	CARB OUT - Cl. 29	USA	pending	78/370,033	02/18/2004	
Pierre Foods, Inc.	CARB OUT - Cl. 30	USA	pending	78/370,038	02/18/2004	
Pierre Foods, Inc.	DELITE BITES	USA	pending	78/372,280	02/23/2004	
Pierre Foods, Inc.	FAT CHECK - Cl. 29	USA	pending	78/354,569	01/20/2004	
Pierre Foods, Inc.	FAT CHECK - Cl. 30	USA	pending	78/354,572	01/20/2004	
Pierre Foods, Inc.	HALF AZ	USA	pending	78/262,779	06/16/2003	
Pierre Foods, Inc.	HECKOFABIG	USA	pending	78/233,288	04/02/2003	
Pierre Foods, Inc.	HELLOFABIG	USA	pending	78/233,287	04/02/2003	

Grantor	Domain Name/Mark	Country	Reg. No.	Applic. No.	Filing Date	Reg. Date
Pierre Foods, Inc.	KEEPING LIFESTYLES IN CHECK - Cl. 29	USA	pending	78/377,082	03/02/2004	
Pierre Foods, Inc.	KEEPING LIFESTYLES IN CHECK - Cl. 30	USA	pending	78/377,076	03/02/2004	
Pierre Foods, Inc.	LITTLE AZ	USA	pending	78/262,770	06/16/2003	
Pierre Foods, Inc.	LITTLE JERK	USA	pending	78/290,381	08/21/2003	
Pierre Foods, Inc.	PIERRE CUISINE - Cl. 29	USA	pending	78/392,703	03/29/2004	
Pierre Foods, Inc.	PIERRE CUISINE - Cl. 30	USA	pending	78/392,711	03/29/2004	
Pierre Foods, Inc.	SMART-CAL - Cl. 29	USA	pending	78/354,593	01/20/2004	
Pierre Foods, Inc.	SMART-CAL - Cl. 30	USA	pending	78/354,595	01/20/2004	
Pierre Foods, Inc.	SMART-FAT - Cl. 29	USA	pending	78/354,591	01/20/2004	
Pierre Foods, Inc.	SMART-FAT - Cl. 30	USA	pending	78/354,592	01/20/2004	
Pierre Foods, Inc.	SMOKIE GRILL	USA	pending	78/290,290	08/21/2003	
Pierre Foods, Inc.	SWEET AZ	USA	pending	78/295,306	09/03/2003	
Pierre Foods, Inc.*	RIB-B-Q	Canada	TMA 305,055	049,496,500		07/19/1985
Pierre Foods, Inc.*	RIB-B-Q and Design	Canada	TMA 305,056	049,496,600		07/19/1985
Pierre Foods, Inc.*	RIB-B-Q	Japan	4,191,465	H01-034,094		09/25/1998
Pierre Foods, Inc.*	RIB-B-Q and Design	Japan	2,482,479	H01-034,095		11/30/1992
Pierre Foods, Inc.#	composite mark PIERRE and Design	State of Ohio	Ohio Trademark Registration Number TM 7315			May 22, 1986 - May 22, 2006
Fresh Foods Properties, LLC	FLUFFY and Design	USA	1,272,996	73/411,034	01/26/1983	04/03/1984
Fresh Foods Properties, LLC	MOM 'N' POP'S - Cl. 42	USA	1,065,988	73/102,603	10/08/1976	05/17/1977
Fresh Foods Properties, LLC	MOM 'N' POP'S - Cl. 29	USA	1,071,065	73/102,602	10/08/1976	08/09/1977
Fresh Foods Properties, LLC	MOM 'N' POP'S - Cl. 30	USA	1,341,236	73/455,993	12/07/1983	06/11/1985
Fresh Foods Properties, LLC	MOM 'N' POP'S and Design - Cl. 30	USA	1,335,749	73/457,697	12/19/1983	05/14/1985

Grantor	Domain Name/Mark	Country	Reg. No.	Applic. No.	Filing Date	Reg. Date
Fresh Foods Properties, LLC	MOM 'N' POP'S and Design - Cl. 30	USA	1,341,238	73/457,698	12/19/1983	06/11/1985
Fresh Foods Properties, LLC	MOM 'N' POP'S and Design - Cl. 29	USA	1,095,364	73/121,892	04/07/1977	07/04/1978

*These marks are held by Pierre Foods, LLC.

#This mark is held by Pierre Frozen Foods, Inc.

III. Trade Names

Names
Pierre Foods, Inc.
Pierre Foods
Pierre

IV. Copyrights

Grantor	Title of Work	Country	Reg. No.	Issue Date
Pierre Foods, Inc.	Barnyard Basics of Good Nutrition For Grades 1 & 2: Educator's Guide	USA	TX-3-291-538	04/02/1992
Pierre Foods, Inc.	Barnyard Basics of Good Nutrition For Grades 1 & 2: Educator's Guide	USA	TX-3-380-555	08/07/1992
Pierre Foods, Inc.	Barnyard Basics of Good Nutrition Questions and Answers	USA	TX-3-390-603	08/07/1992
Pierre Foods, Inc.	Barnyard Scene Bulletin Board Display: Barnyard Basics of Good Nutrition	USA	VA-519-989	08/07/1992
Pierre Foods, Inc.	Today's Nutritious Lunch: It's Barnyard Bonus Day!	USA	VA-519-990	08/07/1992
Pierre Foods, Inc.	Barnyard Basics of Good Nutrition Punch-Out Toys	USA	VA-524-973	08/07/1992
Pierre Foods, Inc.	Cafeteria Adventures Radical Promotion Program	USA	TX-3-421-698	10/08/1992
Pierre Foods, Inc.	Cafeteria Adventures Rock 'n Roll Promotion Program	USA	TX-3-421-699	10/08/1992
Pierre Foods, Inc.	Cafeteria Adventures Stars & Stripes Promotion Program	USA	TX-3-421-700	10/08/1992
Pierre Foods, Inc.	Tastes of the World Promotion Program: Manager's Kit	USA	TX-3-738-877	12/27/1993

Grantor	Title of Work	Country	Reg. No.	Issue Date
Pierre Foods, Inc.	Cafeteria Adventures Hamburger Man	USA	VA-528-348	10/08/1992
Pierre Foods, Inc.	Cafeteria Adventures Stars and Stripes General	USA	VA-528-349	10/08/1992
Pierre Foods, Inc.	Cafeteria Adventures Radical Chicken	USA	VA-528-350	10/08/1992
Pierre Foods, Inc.	Cafeteria Adventures Tastes of the World Logo	USA	VA-613-418	12/16/1993
Pierre Foods, Inc.	Proper Procedures for Product Evaluation and Taste	USA	TX-5-302-796	11/07/2000
Pierre Foods, Inc.	Trends in Food	USA	TX-5-302-797	11/07/2000

V. IP Agreements

Grantor	IP Agreements/Consents
Pierre Foods, Inc.	License for Marcam software (Prism)
Pierre Foods	License for Software Plus software (Software Plus)
Pierre Foods	License for GBA Systems software (GBA Systems)
Pierre Foods, Inc.	License for Information Builders software (Webfocus)
Pierre Frozen Foods	License for Silvon Software software (Salestracker)
Shrinkwrap	License for ADP software (HR Perspective)
Shrinkwrap	License for ADP Software (ADP Payroll)
Hudson Specialty Foods (predecessor-in-interest)	License for Kronos software (Kronos)
Shrinkwrap	License for ADP Software (e-Time)
Pierre Frozen Foods (predecessor-in-interest)	License for Sterling Software (Gentram))
Shrinkwrap	License for Microsoft software (Microsoft Office)
Pierre Foods, Inc.	License Agreement with Krystal Company, dated as of 9/17/01
Pierre Foods, Inc.	Trademark License Agreement with Nabisco Brands Company (n/k/a Kraft Food Holdings, Inc.), dated as of 12/15/00
Pierre Foods, Inc.	License Agreement with Kraft Foods Holdings, Inc., dated as of 4/26/01
Pierre Foods, Inc.	Agreement with Reckitt Benckiser, Inc., dated as of 8/1/01
Pierre Foods, Inc.	Trademark License with Nathan's Famous Systems, dated as of 1/22/98
Pierre Foods, Inc.	License Agreement with Checkers Drive-In Restaurants, Inc., dated as of 1/30/98 ("Checkers" trademark)
Pierre Foods, Inc.	License Agreement with Rally's Hamburgers, Inc. (n/k/a Checkers) ("Rally's" mark)
Pierre Foods, Inc.	License Agreement with Roma Dining, LP, dated as of 9/17/2002
Pierre Foods, Inc.	License Agreement with National Association for Stock Car Auto Racing, Inc. ("NASCAR"), dated as of 1/1/04
Pierre Foods, Inc.	Letter Agreement between La Costena and Pierre Foods, Inc., dated as of 9/23/03
Pierre Foods, Inc.	Letter agreement with 7-11 and Romacorp., Inc., dated as of 12/19/03
Pierre Foods, Inc.	License Agreement with Miller Meat Company, dated as of 3/26/03
Fresh Foods Properties, LLC	Trademark License Agreement, dated as of 8/6/99
Pierre Foods, Inc.	Amended and Restated Formula Development

	Agreement with Hardee's Food Systems, Inc., dated 5/21/04, effective as of 12/1/2002, as amended 6/27/04
Pierre Foods, Inc.	Amended and Restated Confidentiality Agreement with Hardee's Food Systems, Inc., dated 5/21/04, effective as of 12/1/02, as amended 6/27/04
Pierre Foods, Inc.	Amended and Restated Formula Development Agreement with Carl Karcher Enterprises, Inc., dated 5/21/04, effective as of 2/1/04, as amended 6/27/04
Pierre Foods, Inc.	Amended and Restated Confidentiality Agreement with Carl Karcher Enterprises, Inc., dated 5/21/04, effective as of 2/1/04, as amended 6/27/04
Pierre Foods, Inc.	Consent to Use and Register Agreement with Societe des Produits Nestle S.A., dated 1/12/01, for trademark "Select Recipe"
Pierre Foods, Inc.	Trademark License Agreement with Flowers Foods Speciality Group, dated June 1, 2004

VII. Intellectual Property Claims

1. In February of 2004, LC Trademarks, Inc., a holding company related to Little Caesar Enterprises, Inc. (collectively, "Little Caesars"), threatened to petition for cancellation of the registration for the mark HOT 'N' READY (U.S. Registration No. 2,716,691), owned by the Company. Little Caesars has alleged that it began using the mark HOT-N-READY before the Company sought registration of its mark. The Company and Little Caesars are engaging in negotiations in an effort to settle this dispute. Little Caesars prepared a term sheet providing for the Company to assign its rights in the mark HOT 'N' READY to Little Caesars, and for Little Caesars to grant a perpetual license back to the Company to use the mark. The Company has reviewed the proposed term sheet and provided Little Caesars with comments relating thereto, in preparation for the drafting of definitive documents by Little Caesars. During May of 2004, the Company was also contacted by Pinnacle Pizza Company, Inc., a Little Caesars franchisee ("Pinnacle"). Pinnacle alleges that it was the first user of the mark HOT-N-READY, and that therefore rights in this mark are owned by Pinnacle, rather than Little Caesars. Pinnacle requested that the Company enter into a consent agreement through which Pinnacle and the Company would acknowledge each other's respective rights. The Company is continuing to pursue its negotiations with Little Caesars, although demanding a representation and warranty pertaining to Little Caesars' ownership of the mark HOT-N-READY and a commitment by Little Caesars to indemnify the Company against any damages resulting from any claim that might be pursued by Pinnacle, or any other Little Caesars franchisee or pizza restaurant.
2. In February of 2004, GFA Brands Inc. alleged that adoption of the marks SMART-CAL and SMART-FAT by the Company would infringe rights that GFA Brands Inc.

and an affiliated company, Fitness Foods, Inc. (collectively, "GFA") have established in marks such as SMART OIL, SMART BALANCE, SMART SLICES, and SMART MAYO. The Company has filed intent-to-use application to register the marks SMART-CAL (U.S. Serial Nos. 78/354,593 and 78/354,595) and SMART-FAT (U.S. Serial Nos. 78/354,591 and 78/354,592). The Company has not yet responded to GFA's allegations, but believes that GFA's claim is lacking in merit and the Company intends to vigorously defend any action or proceeding brought by GFA.

3. In October of 2002, Philippe's Pizza Company ("Philippe's") notified the Company that Philippe's had sought patent protection for food displays combining food storage units with food heating units. Philippe's indicated that a modular food display product used by the Company was similar to one of the inventions for which Philippe's was seeking a patent, and proposed a prospective settlement of the potential dispute. The Company communicated with Philippe's in an effort to evaluate the legitimacy of Philippe's claim, but Philippe's was relatively unresponsive, and no communications have been received from Philippe's since November of 2002.
4. In February of 2002, Weber-Stephens Products Co. ("Weber") alleged that an advertisement published by the Company that featured a kettle shaped grill lid infringed Weber's rights in the kettle shaped grill product configuration registered as a trademark by Weber. The advertisement identified by Weber was an old advertisement, one no longer used by the Company at the time. Upon confirmation of this fact to Weber, the matter was resolved.
5. The Company received two letters dated June 24, 2004 (the "Letters") from CKE Restaurants, Inc. ("CKE Restaurants") alleging, among other things, that (i) the Company may be in breach of certain terms of agreements among the Company, Carl Karcher Enterprises, Inc. ("CKE") and Hardee's Food Systems, Inc. ("HFS"), (ii) the Company may have misappropriated certain unidentified trade secrets and confidential information of CKE and Hardee's, and (iii) the formulas used by the Company to manufacture products for CKE and Hardee's are not subject to ownership by any of the parties. Such agreements include: (i) the Amended and Restated Agreements between the Company and each of CKE and HFS; (ii) the Amended and Restated Formula Development Agreements between the Company and each of CKE and HFS; and (iii) the Confidentiality Agreements between the Company and each of CKE and HFS, with all such agreements dated May 21, 2004 (collectively, the "CKE Agreements"). The Company, CKE and HFS have negotiated and executed First Amendment Agreements, each dated June 27, 2004, with respect to the CKE Agreements to address this matter.

VIII. Protection of IP.

The Company's New Product Development Department does not have any formal written confidentiality or invention assignment agreements with its personnel.

The word mark PIERRE and the composite mark PIERRE and Design are material trademarks that are not registered with the United States Patent and Trademark Office.

IX. Consents

Consent to Use and Register Agreement between Pierre Foods, Inc. and Societe des Produits Nestle S.A., dated 1/12/01, for trademark "Select Recipe"

The word mark PIERRE and the composite mark PIERRE and Design are material trademarks that are not registered with the United States Patent and Trademark Office.

IX. Consents

Consent to Use and Register Agreement between Pierre Foods, Inc. and Societe des Produits Nestle S.A., dated 1/12/01, for trademark "Select Recipe"