

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Clovervale Farms, Inc.		08/21/2006	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	301 South College Street, NC0537
<b>Internal Address:</b>	Attn: Kathy Harkness, Managing Director
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	National Association:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78170207	VINNIE'S PBJ
Registration Number:	2901797	AUNTIE MAE'S
Registration Number:	2663004	BARNYARD CRITTERS
Registration Number:	2437031	BEAR TRAP
Registration Number:	2666690	CHEF'S PANTRY
Registration Number:	2691096	CHEF'S PANTRY
Registration Number:	2646513	CIRCUS CRITTERS
Registration Number:	2887814	CLOVERVALE FARMS
Registration Number:	1945308	CLOVERVALE FOODS
Registration Number:	2505538	DINO CRITTERS
Registration Number:	2550953	MIDGET DIDGITS
Registration Number:	3099429	PB JAMWICH
Registration Number:	2436897	VINNIE'S ITALIAN ICE

CH \$365.00 78170207

Registration Number: 1170448

**CORRESPONDENCE DATA**

Fax Number: (213)629-5063

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

Phone: (213) 892-4000

Email: cholm@milbank.com

Correspondent Name: Chris L. Holm

Address Line 1: 601 South Figueroa St.

Address Line 2: 30th Floor

Address Line 4: Los Angeles, CALIFORNIA 90017-5735

ATTORNEY DOCKET NUMBER: 36633-02500

NAME OF SUBMITTER: Chris L. Holm

Signature: /Chris L. Holm/

Date: 04/23/2008

**Total Attachments: 5**

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated August 21, 2006, is made by the Person listed on the signature page hereof (the "*Grantor*") 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., a North Carolina corporation (the "*Borrower*"), has entered into (i) a Credit Agreement dated as of June 30, 2004 (as amended by Amendment No. 1 dated as of April 3, 2006 and Amendment No. 2 (the "*Amendment*") dated as of August 21, 2006, 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 and (ii) that certain Security Agreement dated as of June 30, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") made by the Borrower and certain other Persons party thereto to the Collateral Agent.

WHEREAS, pursuant to the Amendment, the Grantor and certain other Persons have executed and delivered that certain Security Agreement Supplement dated August 21, 2006 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement Supplement*").

WHEREAS, under the terms of the Security Agreement Supplement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The 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 trademark and service mark registrations and applications set forth in Schedule A 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*");

(ii) 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;

(iii) all 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

(iv) 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 foregoing or arising from any of the foregoing.

SECTION 2. Supplement to Security Agreement. Schedule V to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the 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 4. Recordation. The Grantor authorizes and requests the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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 Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

CLOVERVALE FARMS, INC.

By Joseph W. Meyers  
Joseph W. Meyers  
Vice President, Finance

Address for Notices:  
9990 Princeton Road  
Cincinnati, Ohio 45246

**SCHEDULE A**

**Domain Names and Trademarks**

**II. Domain Names and Trademarks**

<b>Grantor</b>	<b>Domain Name/ Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Cloervale Farms, Inc.	cloervale.com					5/22/1997
Cloervale Foods, Inc.	chefs-pantry.com					5/22/1997
Cloervale Farms, Inc. *	AUNTIE MAE'S	USA	78/322,280	11/3/2003	2,901,797	11/9/2004
Cloervale Farms, Inc.	BARNYARD CRITTERS	USA	76/375,351	2/27/2002	2,663,004	12/17/2002
Cloervale Farms, Inc.	BEAR TRAP	USA	76/006,567	3/22/2000	2,437,031	3/20/2001
Cloervale Farms, Inc.	CHEF'S PANTRY	USA	78/115,660	3/18/2002	2,666,690	12/24/2002
Cloervale Farms, Inc.	CHEF'S PANTRY and Design	USA	78/126,537	5/6/2002	2,691,096	2/25/2003
Cloervale Farms, Inc.	CIRCUS CRITTERS	USA	76/006,558	3/22/2000	2,646,513	11/5/2002
Cloervale Farms, Inc.	CLOERVALE FARMS	USA	78/240,100	4/21/2003	2,887,814	9/21/2004
Cloervale Farms, Inc.	CLOERVALE FOODS	USA	74/579,386	9/24/1994	1,945,308	1/2/1996
Cloervale Farms, Inc.	DINO CRITTERS	USA	76/006,559	3/22/2000	2,505,538	11/6/2001
Cloervale Farms, Inc.	MIDGET DIDGITS	USA	76/006,557	3/22/2000	2,550,953	3/19/2002
Cloervale Farms, Inc. *	PB JAMWICH	USA	78/576,673	2/28/2005	3,099,429	5/30/2006
Cloervale Farms, Inc.	VINNIE'S ITALIAN ICE and Design	USA	75/926,387	2/28/2000	2,436,897	3/20/2001
Cloervale Farms, Inc.	Design of woman ringing bell	USA	73/207,480	3/15/1979	1,170,448	9/22/1981

\*Currently registered in name of Cloervale Foods, Inc., a former corporate name of Cloervale Farms, Inc. Appropriate name change will be filed.

Pending U.S. Trademark Applications.

<b>Grantor</b>	<b>Trademark</b>	<b>Status</b>	<b>Serial No.</b>	<b>Filing Date</b>
Cloervale Farms, Inc.	VINNIE'S PBJ	Allowed	78/170,207	10/02/2002

Clovervale Farms, Inc. has the following registered domain names:

[www.clovervale.com](http://www.clovervale.com)

[www.chefs-pantry.com](http://www.chefs-pantry.com) (inactive)

### III. Trade Names

Name	Charter / Registration Number	Filing Location	Filing Date	Expiration Date
Clovervale Foods, Inc.	1409723	Ohio Secretary of State	9/5/2003	9/5/2008