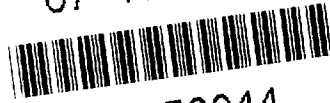


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RE 7

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

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

1. Name of conveying party(ies): ConAgra Brands, Inc. a Nebraska corporation 7.15.02

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

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 07/03/2002

2. Name and address of receiving party(ies) Name: Swift Brands Company Internal Address: Street Address: 1930 AA Street City: Greeley State: CO Zip: 80632

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

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

OFFICE OF THE COMMISSIONER OF PATENT AND TRADEMARKS FINANCE SECTION 2002 JUN 15 PM 2:23

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 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: Patrick C. Stephenson Internal Address: McGrath, North, Mullin & Kratz, P.C. Street Address: 222 South 15th Street, Suite 1400 City: Omaha State: NE Zip: 68102

6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41): \$ 240.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Patrick C. Stephenson 40.00 OP 200.00 OP Name of Person Signing Signature Date 7/8/02

07/16/2002 DBYRNE 00000014 1202187 01 FC:48 02 FC:48

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

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

TRADEMARK REEL: 002544 FRAME: 0282

4. B. Trademark Registration Nos.

Reg Nos.
1202187
1253874
1266470
1208732
2077987
2112728
1220175
1221069
0246300

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is to be effective as of July 3, 2002, and is entered into by and among ConAgra Brands, Inc., a Nebraska corporation, ("Assignor"), and Swift Brands Company, a Delaware corporation, ("Assignee").

WHEREAS, Assignor, having its principal offices at One ConAgra Drive, Omaha, Nebraska 68102, U.S.A., is the owner of the trademark(s) and the associated registration(s) and/or application(s) for registration thereof existing in the United States Patent and Trademark Office listed on Exhibit A attached hereto (collectively, the "Marks").

WHEREAS, Assignee, having its principal offices at 1930 AA Street, Greeley, Colorado 80632, U.S.A., is desirous of acquiring all right, title and interest in and to said Marks as part of the Agreement between HMTF Rawhide, L.P., ConAgra Foods, Inc., and S&C Holdco, Inc., dated May 20, 2002 (the "Purchase Agreement").

NOW THEREFORE, be it known that for Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in the United States in and to said Marks, together with the goodwill of the business symbolized by said Marks, any future registrations of said Marks, and all common law rights associated with said Marks, and, to the extent not retained by ConAgra Foods, Inc. in the Purchase Agreement, any and all causes of action and other rights assertable under said Marks, the right to sue third parties for infringement of or improper activities regarding said Marks, and the right to enjoy all of the monetary benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Signed this 3rd day of July, 2002.

**CONAGRA BRANDS, INC.**

Assignor

By: 

Name: Kevin L. Wedeking

Title: Assistant Corporate Secretary

**SWIFT BRANDS COMPANY**

Assignee

By: 

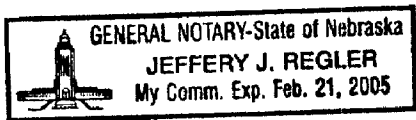
Name: Patrick J. Koley

Title: Vice President

STATE OF Nebraska )  
 ) ss:  
COUNTY OF Douglas )

I, Jeffery J. Regler, Notary Public, do hereby certify that KEVIN L. WEDEKING, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That (s)he is the duly appointed ASST. CORPORATE SECRETARY of Assignor, legally constituted for a period of tenure not yet expired, that (s)he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 3<sup>rd</sup> day of July, 2002.

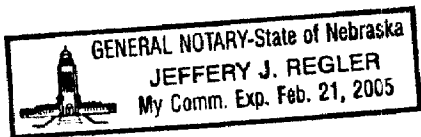


[Signature]  
Notary Public  
My Commission Expires: 2/21/2005

STATE OF Nebraska )  
 ) ss:  
COUNTY OF Douglas )

I, Jeffery J. Regler, Notary Public, do hereby certify that Patrick J. Koley, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That (s)he is the duly appointed Vice President of Assignee, legally constituted for a period of tenure not yet expired, that (s)he is duly appointed and empowered to execute the Trademark Assignment attached hereto for the purposes and consideration therein expressed, and acknowledged that the same was the act of the Assignor.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 3<sup>rd</sup> day of July, 2002.



[Signature]  
Notary Public  
My Commission Expires: 2/21/2005

**TRADEMARK ASSIGNMENT  
EXHIBIT A**

<u>Country</u>	<u>Trademark</u>	<u>App./Reg. No.</u>
United States	Monfort	1202187
United States	Monfort Gold	1253874
United States	Monfort Gold (Stylized)	1266470
United States	Swift	1208732
United States	Swift	2077987
United States	Swift & Company	2112728
United States	Swift & Design	1220175
United States	Swift Premium	1221069
United States	Swift's "Silver Leaf" Brands Guaranteed Pure Lard Swift & Company & Design	0246300