

09-27-2002

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

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



Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):

Swift Beef Company

9-24-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution date: September 19, 2002

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc.

Internal

Address: _____

Street Address: 2 Penns Way, Suite 200

City: New Castle State: Delaware Zip: 10720

- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

(See Schedule I)

1482519

B. Trademark Registration No.(s)

(See Schedule I)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cecilia Gassner

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):..... \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(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.

Phyllis Eremitaggio

Name of Person Signing

Phyllis Eremitaggio

Signature

September 24, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9

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

09/26/2002 GTON11 00000185 230800 1482519

01 FC:481 40.00 CH
02 FC:482 150.00 CH

NY1:1133309\01_@GT01\DOC\35899.0079

TRADEMARK
REEL: 002589 FRAME: 0001

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

SWIFT BEEF COMPANY TRADEMARKS				
Trademark	Country	Reg. #	Date	Status
Beef and Lamb Drawing	United States	1482519	3/29/88	Registered
Chef's Exclusive & Design	United States	1620180	10/30/90	Registered
Grazing Cattle Design	United States	1544638	6/20/89	Registered
M (Stylized)	United States	1221947	12/28/82	Registered
Sunset Classics	United States	2216729	1/5/99	Registered

B. TRADEMARK APPLICATIONS:

SWIFT BEEF COMPANY TRADEMARK APPLICATIONS				
Trademark	Country	App. #	Filing Date	Status
Fresh Meat Made Easy	United States	76/343832	12/3/01	Pending
Grain Fed Tender Angus Beef	United States	76/371285	2/15/02	Pending

C. TRADEMARK LICENSES:

1. CAB Program Packer and Trademark License Agreement, dated July 5, 1995, between American Angus Association and Monfort, Inc. (n/k/a Swift Beef Company).

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2002, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 19, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Swift & Company (the "*Company*"), S&C Australia Holdco Pty. Ltd. ("*Australian Holdings*"), Australia Meat Holdings Pty. Limited (the "*Australian Company*," together with Australian Holdings, the "*Australian Borrowers*," and collectively with the Company, the "*Borrowers*"), S&C Holdco 3, Inc., the Lenders and Issuers party thereto, Citicorp USA, Inc., as administrative and collateral agent for the Lenders and Issuers and as Australian agent for the Lenders and Issuers, JPMorgan Chase Bank, as syndication agent for the Lenders and Issuers, Citisecurities Limited, as Australian collateral trustee for the Lenders and Issuers, and General Electric Capital Corporation, U.S. Bank National Association and Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank International", New York Branch, each as co-documentation agents for the Lenders and Issuers, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the

Secured Obligations of such Grantor, hereby collaterally assigns, mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*");

a. all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

b. all reissues, continuations or extensions of the foregoing;

c. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

d. all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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.

[SIGNATURE PAGES FOLLOW]

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

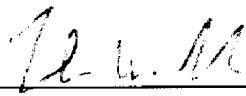
Very truly yours,

SWIFT BEEF COMPANY,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: 
Name:
Title:

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

Very truly yours,

SWIFT BEEF COMPANY,
as Grantor

By: _____

Name: _____

Title: _____

John Simons
Pres + CEO

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Administrative Agent

By: _____

Name: _____

Title: _____

