

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swift Beef Company		12/30/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Swift Brands Company		
<b>Street Address:</b>	1770 Promontory Circle		
<b>City:</b>	Greeley		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80634		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1482519		
Registration Number:	1544638		
Registration Number:	1221947	M	
Registration Number:	2683576	M	
Registration Number:	1733821	WARREN ANALYTICAL LABORATORY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7137581105		
<b>Email:</b>	iptldocket@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street		
<b>Address Line 2:</b>	2300 First City Tower		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		

CH \$140.00 1482519

Signature:

/wsb/

Date:

01/11/2005

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is to be effective as of December 30, 2004, and is entered into by and among Swift Beef Company, a Delaware corporation, ("Assignor"), and Swift Brands Company, a Delaware corporation, ("Assignee").

WHEREAS, Assignor, having its principal offices at 1770 Promontory Circle, Greeley, Colorado 80634, U.S.A., is the owner of the trademark(s) and the associated registration(s) and/or applications(s) for registration thereof existing in the United States listed on Exhibit A attached hereto (collectively, the "Marks").

WHEREAS, Assignee, having its principal offices at 1770 Promontory Circle, Greeley, Colorado 80634, U.S.A., is desirous of acquiring all right, title and interest in and to said Marks.

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 the 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, and 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 30th day of December, 2004.

**SWIFT BEEF COMPANY**

Assignor

By: Scott Eckert

Name: SCOTT ECKERT

Title: VP Marketing

**SWIFT BRANDS COMPANY**

Assignee

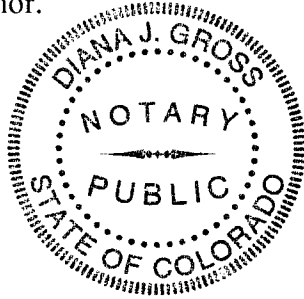
By: Scott Eckert

Name: SCOTT ECKERT

Title: VP Marketing

STATE OF Colorado )  
 ) ss:  
COUNTY OF Weld )

I, Diana J. Gross, Notary Public, do hereby certify that Scott Eckert, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Representative of Assignor, legally constituted for a period of tenure not yet expired, that 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.

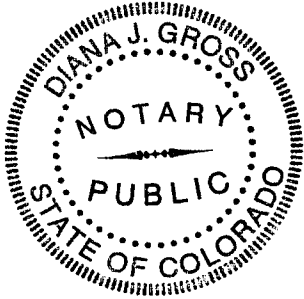


Diana J. Gross  
Notary Public

My Commission Expires: 8/8/2005

STATE OF Colorado )  
 ) ss:  
COUNTY OF Weld )

I, Diana J. Gross, Notary Public, do hereby certify that Scott Eckert, personally appeared before me, and, upon being duly sworn by me, stated and swore to the following: That he is the duly appointed Representative of Assignee, legally constituted for a period of tenure not yet expired, that 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 Assignee.



Diana J. Gross  
Notary Public

My Commission Expires: 8/8/2005

**TRADEMARK ASSIGNMENT  
EXHIBIT A**

<u>Country</u>	<u>Trademark</u>	<u>App/Reg.No.</u>
United States	BEEF & LAMB DRAWING	1,482,519
United States	GRAZING CATTLE DESIGN	1,544,638
United States	M (Stylized)	1,221,947
United States	M (Stylized)	2,683,576
United States	WARREN ANALYTICAL LABORATORY & DESIGN	1,733,821