

**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>
SMG, INC.		10/16/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JOHN MORRELL & CO.		
<b>Street Address:</b>	805 East Kemper Road		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45246		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0980454	KNEIP	
Registration Number:	1575309	MOSEY'S	
Registration Number:	1576618	MOSEY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-851-8100		
<b>Email:</b>	phlipdocketing@reedsmith.com		
<b>Correspondent Name:</b>	Louis M. Heidelberger, Esq.		
<b>Address Line 1:</b>	P.O. Box 7990		
<b>Address Line 2:</b>	Intellectual Property		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19101-7990		
<b>ATTORNEY DOCKET NUMBER:</b>	965160.60008		
<b>NAME OF SUBMITTER:</b>	Carl H. Pierce, Esq.		

OP \$90.00 0980454

Signature:

/Carl H. Pierce, Esq./

Date:

02/08/2007

**Total Attachments: 4**

source=ASSIGN SMG and JOHN MORRELL#page1.tif

source=ASSIGN SMG and JOHN MORRELL#page2.tif

source=ASSIGN SMG and JOHN MORRELL#page3.tif

source=ASSIGN SMG and JOHN MORRELL#page4.tif

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of October 16, 2006 (this "Assignment"), is made by SMG, INC., a Delaware corporation, 603 Pilot House Drive, 4th Floor, Newport News, VA 23606 ("Assignor"), in favor of JOHN MORRELL & CO, a Delaware corporation, 805 East Kemper Road, Cincinnati, OH 45246 ("Assignee").

WHEREAS, the Assignor and Assignee are parties to an Asset Purchase Agreement (the "Agreement") dated as of October 16, 2006, by and between Assignor and Assignee, pursuant to which Assignor agreed to sell the Assets (as defined in the Agreement) to Assignee;

WHEREAS, in connection with such transaction, Assignor has agreed to assign to Assignee the Trademarks (as defined in the Agreement), a list of which is set forth on Schedule I hereto, together with all of the goodwill associated with each such Trademark (the "Goodwill"); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to them in the Agreement.

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee and pursuant to the terms of the Agreement, Assignor hereby agrees as follows:

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Trademarks and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Trademarks and the term of the registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made. Without limiting the generality of the foregoing, this Assignment shall also include all U.S. and foreign trademark and service mark applications, registrations and similar filings for the Trademarks and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.

2. This Assignment is subject to the representations and warranties regarding the Trademarks that are made by Seller in the Agreement.

3. Assignor agrees to execute such further assignments and related documents with respect to the Trademarks, the applications, the registrations, and the Goodwill as Assignee shall reasonably request.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace,

amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain intangible property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.

5. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the Commonwealth of Virginia, without giving effect to the principles of conflicts of laws thereof.

6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

SMG, INC.

By: Thomas D. Davis

Attest:

Michele L. Hurst  
Name: Michele L. Hurst  
Title: Executive Assistant

State of Virginia )  
City/County of York )

On this 13<sup>th</sup> day of October, 2006, before me personally appeared Thomas Davis, to me known to be the President of [ASSIGNOR], on whose behalf he/she executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

My commission expires: March 31, 2009

Michele L. Hurst  
Notary Public

## SCHEDULE I

### Trademarks

<b>Trademark</b>	<b>Registration No. (Application No.)</b>	<b>Country</b>
KNEIP (& DESIGN)	980,454 (72/447,035)	U.S.
MOSEY'S	1,575,309 (73/799,227)	U.S.
MOSEY'S (& DESIGN)	1,576,618 (73/799,228)	U.S.
MOSEY'S (& DESIGN)	263156 (8147/1992)	Korea
WINDSOR	None	US

Note: There is no current trademark registration for the WINDSOR mark. The WINDSOR registration was allowed to expire in 1987, before Seller acquired the brand from John Morrell. Seller acquired the WINDSOR mark as an unregistered common law mark and has continued to use the WINDSOR mark.