

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURELY NATURAL, INC.		09/28/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	THE SMITHFIELD PACKING COMPANY, INCORPORATED		
Street Address:	111 Commerce Street		
City:	Smithfield		
State/Country:	VIRGINIA		
Postal Code:	23430		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78818162	PURE FOODS	
Registration Number:	3022961	PURE FARMS PURE FOOD RAISE WITHOUT ANTIBODIES	
Serial Number:	78326840	PURE FARMS PURE FOOD PACKED FOR PURELY NATURAL DIST., NC. BARRINGTON, IL 60010	
Serial Number:	78817731	PURE FARMS	
Serial Number:	78818125	PURE FARMS PURE FOOD	
Serial Number:	78818141	PURE FOODS	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-851-8100		
Email:	philpdocketing@reedsmith.com		
Correspondent Name:	Louis M. Heidelberg, Esq.		
Address Line 1:	Reed Smith, LLP, P.O. Box 7990		
Address Line 2:	Intellectual Property		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		

OP \$165.00 78818162

ATTORNEY DOCKET NUMBER:	06-40377US01(965160.60008
NAME OF SUBMITTER:	Jenny Papatolis, Esq.
Signature:	/Jenny Papatolis, Esq./
Date:	02/09/2007
Total Attachments: 4 source=PURELY NATURAL EXECUTED ASSIGN#page1.tif source=PURELY NATURAL EXECUTED ASSIGN#page2.tif source=PURELY NATURAL EXECUTED ASSIGN#page3.tif source=PURELY NATURAL EXECUTED ASSIGN#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of September 28, 2006 (this "Assignment"), is made by PURELY NATURAL, INC., 101 South Hough Street, Suite 6, Barrington, Illinois 60010, ("Assignor"), in favor of THE SMITHFIELD PACKING COMPANY, INCORPORATED, 111 Commerce Street, Smithfield, Virginia 23430 ("Assignee").

WHEREAS, the Assignor and Assignee are parties to an Asset Purchase Agreement (the "Agreement") dated as of even date herewith, by and between Assignor and Assignee, pursuant to which Assignor agreed to sell substantially all of the Business (as defined in the Agreement) to Assignee;

WHEREAS, in connection with such transaction, Assignor has agreed to assign to Assignee all trade names, logos, trademarks and service marks owned by Assignor, including, without limitation, the registered trademarks and pending applications set forth on Schedule I hereto and any and all common law rights thereto (collectively, the "Marks"), together with the goodwill of the business in connection with which the Marks have been used (the "Goodwill");

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 Marks 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 Marks 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 Marks 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. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
3. Assignor represents, warrants and covenants that Assignor is the owner of the entire right, title and interest in and to the Marks and the holder of record title to the Registrations and Applications, that Assignor has full power to make this Assignment and that Assignor agrees to execute such further assignments and related documents with

title to the applications and to assign the applications to Assignee. Assignor further represents, warrants and covenants that Assignor has full power to make this Assignment and Assignor agrees to execute such further assignments and related documents with respect to the Marks, the applications, the registrations, and the Goodwill and the Claims 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 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.

PURELY NATURAL, INC.

By *Theresa Knaack*
President

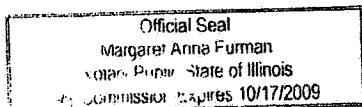
Attest:

[Signature]
Name: *Travis A. O'Donnell*
Title: *Secretary*

State of *Illinois*)
City/County of *Cook*)

On this *27* day of *September*, 2006, before me personally appeared *Theresa Knaack*, 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:



Margaret Anna Furman
Notary Public

SCHEDULE I**Marks**

Mark	Registration No.	Registration Date	Application No.	Application Date
PURE FARMS PURE FOOD RAISE WITHOUT ANTIBODIES	3,022,961	December 6, 2005	78/321711	October 31, 2003
PURE FARMS PURE FOOD PACKED FOR PURELY NATURAL DIST., NC. BARRINGTON, IL 60010			78/326840	November 12, 2003
PURE FARMS			78/817731	February 17, 2006
PURE FARMS PURE FOOD			78/818125	February 17, 2006
PURE FOODS			78/818141	February 17, 2006
PURE FOODS			78/818162	February 17, 2006
PURELY NATURAL COLLECTION			78/284350	August 7, 2003
PURELY NATURAL			78/319866	November 3, 2004