

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M&P Chitlin Co., Inc.		03/15/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	SF Investments, Inc.		
Street Address:	3411 Silverside Road		
Internal Address:	103 Baynard Building		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19810		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2126169	QUEENELLA	
Registration Number:	1872663	QUEENELLA	
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:	phlipdocketing@reedsmith.com		
Correspondent Name:	Louis M. Heidelberger, Esq.		
Address Line 1:	Reed Smith, LLP, 1650 Market Street		
Address Line 2:	2500 One Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	07-40092-US, 07-40093-US		
NAME OF SUBMITTER:	Carl H. Pierce, Esq.		

OP \$65.00 2126169

Signature:

/Carl H. Pierce, Esq./

Date:

03/26/2007

Total Attachments: 4

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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 15, 2007, is made by M&P CHITLIN CO., INC., a New Jersey corporation, 50 Avenue L, Newark, NJ 07105 ("Assignor"), in favor of SF INVESTMENTS, INC., a Delaware corporation, 103 Baynard Building, 3411 Silverside Road, Wilmington, DE 19810 ("Assignee").

WHEREAS, the Assignor and The Smithfield Packing Company, Incorporated ("SPC") are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), of even date herewith, pursuant to which Assignor agreed to sell the Assets (as defined in the Purchase Agreement) to SPC;

WHEREAS, in connection with such transaction, Assignor has agreed to assign to Assignee the "Queenella" trademarks owned by Assignor, including, without limitation, the registered trademarks 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 Purchase 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 respect to the Marks, the applications, 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 Purchase Agreement nor shall this Assignment expand or enlarge any remedies under the Purchase 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 Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the State of Delaware, 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.

M&P CHITLIN CO., INC.

By: [Signature]
Name: Thomas J Burke
Title: President

Attest:

[Signature]
Name: ALLEN ESSNER
Title: Vice President

State of New Jersey)
City/County of Essex)

On this 14 day of MARCH, 2007, before me personally appeared THOMAS J BURKE, 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:

[Signature]
Notary Public

NELIA A. BASTOS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 5TH 2008

SCHEDULE I

Marks

Mark: QUEENELLA

Registration Number: 2126169

Registration Date: December 30, 1997

Mark: QUEENELLA

Registration Number: 1872663

Registration Date: January 10, 1995