

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hartley Food Products, LP		04/20/2007	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Smithfield Beef Group, Inc.		
Street Address:	2850 University Avenue		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54305		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2552626	PREMIUM GOLD ANGUS BEEF	
Registration Number:	2908099	PREMIUM GOLD ANGUS BEEF	
CORRESPONDENCE DATA			
Fax Number:	(212)294-4700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 294 6700		
Email:	schopra@winston.com		
Correspondent Name:	Sanjana Chopra		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Sanjana Chopra		
Signature:	/W&S/		
Date:	04/23/2007		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, is made on the 20th day of April, 2007, by and between Hartley Food Products, LP, a Texas limited partnership, having its offices at 7000 Bee Caves Road, Suite 350, Austin, Texas 78746 ("Pledgor") in favor of Smithfield Beef Group, Inc., a Delaware corporation having its offices at 2850 University Ave., Green Bay, Wisconsin 54305 ("Lender").

RECITALS:

WHEREAS, Premium Gold Foods, L.L.C. ("Borrower") and certain of its affiliates, including Pledgor, and Lender have entered into a Term Note Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Note Agreement") and a Trademark Collateral Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender, pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Note and Security Agreement, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby grants and conveys to the Lender a lien on and security interest in and to all of Pledgor's right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) all Trademarks, including the trademarks and trademark registrations listed in Schedule I hereto (as the same may be amended pursuant hereto from time to time);

(b) all Licenses, (as the same may be amended pursuant hereto from time to time), and all Receivables, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (i) all moneys due and to become due under any License, (ii) any damages arising out of or for breach or default in respect of any such License, (iii) all other amounts from time to time paid or payable under or in connection with any such License, and (iv) the right of Pledgor to terminate any such License or to perform and to exercise all remedies thereunder);

(c) all Proprietary Rights;

(d) the goodwill of the Pledgor's business connected with and symbolized by the Trademarks, Licenses, and Proprietary Rights;

(e) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing (other than Excluded Trademarks).

The Lender's security interest and lien hereunder shall be a continuing first priority security interest and lien in all of the Collateral, provided that to the extent the Collateral includes Trademarks, Licenses, Proprietary Rights or Proceeds thereof used for or received in connection with the production or sale of non-beef livestock products, the Lender's security interest and lien therein shall be junior and subordinate to any prior perfected security interest of Marcus Food Company.

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 Lender pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Lender shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral grant, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[SIGNATURE PAGE TO FOLLOW]

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

HARTLEY FOOD PRODUCTS, LP

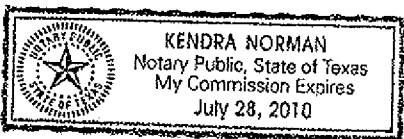
By: Hartley Specialty Foods, LLC
General Partner

By: _____
Manager

State of Texas)
)ss.
County of Travis)

BEFORE ME, the undersigned notary public, personally came and appeared Dwight Hartley, know to me to be the individual whose name is subscribed to the foregoing TRADEMARK SECURITY AGREEMENT, who, being duly sworn, did state and acknowledge on his oath that he/she is the Manager of HARTLEY SPECIALTY FOODS, LLC and is authorized to execute and deliver this TRADEMARK SECURITY AGREEMENT on behalf of HARTLEY FOOD PRODUCTS, LP.

19th SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public on this day of April, 2007.



Kendra Norman

Notary Public in and for _____
County, _____

My Commissions expires: _____

SCHEDULE I**TO****TRADEMARK COLLATERAL SECURITY AGREEMENT****Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Premium Gold Angus Beef, LLC	2,552,626	PREMIUM GOLD ANGUS BEEF
Premium Gold Angus Beef, LLC	2,908,099	PREMIUM GOLD ANGUS BEEF & Design

Trademarks:

OWNER	TRADEMARK
Premium Gold Angus Beef, LLC	PREMIUM GOLD ANGUS BEEF NO ARTIFICIAL INGREDIENTS, MINIMALLY PROCESSED
Premium Gold Angus Beef, LLC	ULTRA PREMIUM GOLD ANGUS
Premium Gold Angus Beef, LLC	ULTRA PREMIUM GOLD ANGUS ALL NATURAL BEEF
Premium Gold Angus Beef, LLC	PREMIUM GOLD ALL NATURAL LAMB
Premium Gold Angus Beef, LLC	PREMIUM GOLD BERKSHIRE PORK
Premium Gold Angus Beef, LLC	PREMIUM GOLD APPLEWOOD SMOKED BACON
Premium Gold Angus Beef, LLC	PREMIUM GOLD ANGUS BEEF . . . THE ULTIMATE EXPERIENCE IN BEEF TASTE
Premium Gold Angus Beef, LLC	PREMIUM GOLD ANGUS BEEF . . . THE ULTIMATE EXPERIENCE IN BEEF TASTE & Design
Premium Gold Angus Beef, LLC	PREMIUM GOLD PURE COUNTRY ANGUS BEEF
Premium Gold Angus Beef, LLC	PREMIUM GOLD PURE COUNTRY ANGUS BEEF & Design

OWNER	TRADEMARK
Premium Gold Angus Beef, LLC	PREMIUM GOLD ANGUS BEEF PLATINUM
Premium Gold Angus Beef, LLC	PREMIUM GOLD ANGUS BEEF PLATINUM & Design
Premium Gold Angus Beef, LLC	PREMIUM GOLD ANGUS BEEF BLUE RIBBON
Premium Gold Angus Beef, LLC	PREMIUM GOLD ANGUS BEEF BLUE RIBBON & Design

Domain Names:

REGISTRANT	DOMAIN NAME
Premium Gold Angus Beef, Inc.	pgabeef.com

Tradenames

Premium Gold Angus Beef
Premium Gold Angus
Premium Gold
PGA