

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
Premium Standard Farms, LLC		08/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FLD Investments, Inc.
Street Address:	200 Commerce Street
City:	Smithfield
State/Country:	VIRGINIA
Postal Code:	23430
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78321063	100% USA PORK
Registration Number:	2988947	AMERICA'S PREMIUM PORK
Registration Number:	0691012	CAROLINIAN
Serial Number:	78781026	EVER-TENDER
Registration Number:	2763021	FRESH & TENDER
Registration Number:	2264207	FRESH FROM THE FARM TASTE
Registration Number:	1489570	GOLD BANNER
Registration Number:	1096897	LUNDY'S
Registration Number:	0740727	LUNDY'S
Registration Number:	2546939	NATURAL EXCELLENCE
Registration Number:	3103983	PF
Registration Number:	2757184	PREMIUM FARMS
Registration Number:	2010721	PREMIUM STANDARD FARMS
Registration Number:	2004924	PREMIUM STANDARD FARMS

OP \$390.00 78321063

Registration Number:

1572196

TOMAHAWK FARMS

CORRESPONDENCE DATA

Fax Number: (215)851-1420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-8518100

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Correspondent Name: Reed Smith LLP

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Address Line 2: P.O.Box 7990

Address Line 4: Philadelphia, PENNSYLVANIA 19101-7990

ATTORNEY DOCKET NUMBER:

965160.20012

NAME OF SUBMITTER:

Jeffrey A. Porter

Signature:

/Jeffrey A. Porter/

Date:

11/16/2007

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the 17th day of August, 2007 (the "Effective Date") between Premium Standard Farms, LLC, a Delaware limited liability company with a principal address of 805 Pennsylvania Avenue, Suite 200, Kansas City, Missouri 64105-1307 ("PSF"), and FLD Investments, Inc., a Delaware corporation with a principal address of 200 Commerce Street, Smithfield, Virginia 23430 ("FLD").

Recitals

PSF has agreed to assign to FLD all of PSF's right, title and interest in the trademarks, service marks and trade names listed on the attached Schedule A (collectively, the "Trademarks") and FLD desires to acquire all of PSF's right, title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and good and valuable consideration exchanged by the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** PSF hereby conveys, assigns, sells, and transfers to FLD and its successors and assigns, PSF's entire right, title, and interest in, to and under the Trademarks, together with the goodwill of the business symbolized by such Trademarks, including any and all rights in, to and under the trademark applications and registrations associated therewith as set forth in greater detail on Schedule A, to be held and enjoyed by FLD for its own use and benefit and for the use and benefit of its parent, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by PSF had this assignment not been made. The rights assigned hereunder also specifically include the right to sue for any and all past infringements of the Trademarks, and to receive any and all damages awarded as a result of any such claim.

2. **Relinquishment of All Rights in the Trademarks.** Following the Effective Date of this Agreement, PSF shall retain no rights in the Trademarks and PSF shall not use the Trademarks on products, services, as part of a corporate name, or otherwise, following the Effective Date other than as expressly set forth in that certain trademark license agreement dated August 17, 2007 executed by and between FLD and PSF. PSF shall not, at any time following the Effective Date, contest the validity of the Trademarks or the validity of the assignment of PSF's rights in the Trademarks to FLD.

3. **Rights Retained by PSF.** This Agreement does not constitute a transfer of any right, title, interest, or license that PSF may possess in technology, know-how, assets, or intellectual property other than the Trademarks and its related goodwill, and no

right, title, interest, or license is hereby assigned, granted, or otherwise transferred to FLD with respect to such technology, know-how, assets, or intellectual property.

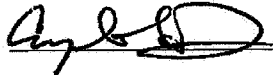

4. **Further Assurances.** PSF agrees to execute any other documents or to provide any further materials or documentation in its possession that are necessary in order to fulfill the provisions of or the purpose of this Agreement.

5. **Binding Effect.** This Agreement is binding upon the parties and their respective successors and assignees.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

PREMIUM STANDARD FARMS, LLC FLD INVESTMENTS, INC.

By: <u></u>	By: <u></u>
Name: <u>Craig A. A. Dixon</u>	Name: <u>Craig A. A. Dixon</u>
Title: <u>Assistant Secretary</u>	Title: <u>Assistant Secretary</u>

Schedule A

Trademarks

Mark	Country	Application/ Registration No.	Application Filing Date/ Registration Date	International Class
PREMIUM STANDARD FARMS	Denmark	VR1999 03487	9/30/1999	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Denmark	VR1999 03568	9/30/1999	29
PREMIUM STANDARD FARMS	France	98765941	8/15/1999	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	France	98765942	10/15/1999	29
NATURAL EXCELLENCE	Japan	4807186	10/1/2004	29
PREMIUM FARMS & Design	Japan	4821039	11/26/2004	29
PREMIUM FARMS & Design in Katakana	Japan	4821038	11/26/2004	29
PREMIUM STANDARD CERTIFIED & Design	Japan	4269129	4/30/1999	29
PREMIUM STANDARD FARMS	Japan	4227401	1/8/1999	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Japan	4242197	2/19/1999	29

PREMIUM STANDARD FARMS & Design – Ribbon Logo	Japan	4980566	8/18/2006	30
PREMIUM STANDARD CERTIFIED & Design	Korea	419418	9/1/1998	7
PREMIUM STANDARD FARMS	Korea	419417	9/1/1998	7
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Korea	419419	9/1/1998	7
PREMIUM STANDARD CERTIFIED & Design	Mexico	598318	9/22/1998	29
PREMIUM STANDARD FARMS	Mexico	594441	9/22/1998	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Mexico	598317	9/22/1998	29
PREMIUM STANDARD CERTIFIED & Design	Taiwan	974553	12/1/2001	29
PREMIUM STANDARD FARMS	Taiwan	974552	12/1/2001	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Taiwan	971964	11/16/2001	29
100% USA PORK & Design	U.S.A.	78/321063	10/30/2003	29
AMERICA'S PREMIUM PORK	U.S.A.	2988947	8/30/2005	29

CAROLINIAN Stylized	U.S.A.	691012	1/5/1960	29
EVER-TENDER	U.S.A.	78/781026	12/27/2005	29
FRESH & TENDER & Design	U.S.A.	2763021	9/9/2003	29
FRESH FROM THE FARM TASTE	U.S.A.	2264207	7/27/1999	29
GOLD BANNER	U.S.A.	1489570	5/24/1988	29
LUNDY'S & Design	U.S.A.	1096897	7/18/1978	29
LUNDY'S Stylized	U.S.A.	740727	11/13/1962	29
NATURAL EXCELLENCE	U.S.A.	2546939	3/12/2002	29
PF & Design -- Crown	U.S.A.	3103983	6/13/2006	29
PREMIUM FARMS	U.S.A.	2757184	8/26/2003	29
PREMIUM STANDARD FARMS	U.S.A.	2010721	10/22/1996	29
PREMIUM STANDARD FARMS & Design - Ribbon Logo	U.S.A.	2004924	10/1/1996	29
TOMAHAWK FARMS	U.S.A.	1572196	12/19/1989	29

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