

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
Smithfield Foods, Inc.		12/31/2007	CORPORATION: VIRGINIA

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: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0691012	CAROLINIAN
Serial Number:	78781026	EVER-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:	1572196	TOMAHAWK FARMS

CORRESPONDENCE DATA

Fax Number: (215)851-1420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-851-8100
 Email: philpdocketing@reedsmith.com
 Correspondent Name: Carl H. Pierce
 Address Line 1: P.O. Box 7990
 Address Line 2: Intellectual Property

OP \$190.00 0691012

Address Line 4: Philadelphia, PENNSYLVANIA 19101-7990

ATTORNEY DOCKET NUMBER: 965160.20024

NAME OF SUBMITTER: Jenny Papatolis

Signature: /Jenny Papatolis/

Date: 04/21/2008

Total Attachments: 3
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the 31st day of December, 2007 (the "Effective Date") between Smithfield Foods, Inc., a Virginia corporation with a principal address of 200 Commerce Street, Smithfield, Virginia 23430 ("Smithfield") and The Smithfield Packing Company, Incorporated., a Delaware corporation with a principal address of 111 Commerce Street, Smithfield, Virginia 23430 ("SPC").

Recitals

Smithfield has agreed to assign to SPC all of Smithfield's right, title and interest in the trademarks, service marks and trade names listed on the attached Schedule A (collectively, the "Trademarks") and SPC desires to acquire all of Smithfield'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.** Smithfield hereby conveys, assigns, sells, and transfers to SPC and its successors and assigns, Smithfield'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 SPC 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 Smithfield 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, Smithfield shall retain no rights in the Trademarks and Smithfield shall not use the Trademarks on products, services, as part of a corporate name, or otherwise, following the Effective Date. Smithfield shall not, at any time following the Effective Date, contest the validity of the Trademarks or the validity of the assignment of Smithfield's rights in the Trademarks to SPC.

3. **Rights Retained by FLD.** This Agreement does not constitute a transfer of any right, title, interest, or license that Smithfield 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 SPC with respect to such technology, know-how, assets, or intellectual property.

4. **Further Assurances.** Smithfield 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.

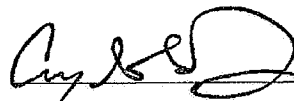
5. **Binding Effect.** This Agreement is binding upon the parties and their respective successors and assignees.

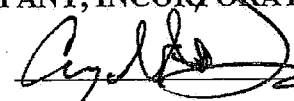
6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

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

SMITHFIELD FOODS, INC.

THE SMITHFIELD PACKING
COMPANY, INCORPORATED

By: 
Name: Cecily A. A. Dixon
Title: Assistant Secretary

By: 
Name: Cecily A. A. Dixon
Title: Assistant Secretary

Schedule A

Trademarks

Mark	Country	Application / Registration No.	Application Filing Date / Registration Date	International Class
CAROLINIAN Stylized	U.S.A.	691012	1/5/1960	29
EVER-TENDER	U.S.A.	78/781026	12/27/2005	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
TOMAHAWK FARMS	U.S.A.	1572196	12/19/1989	29

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