

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
Simmons Prepared Foods, Inc.		05/29/2009	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	299 S Main Street, 6th Floor MAC U1228-062
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3253193	BLUE RIBBON
Registration Number:	2693766	THE ORIGINAL CHICKEN PRETZEL
Registration Number:	2228494	SAGER CREEK FARMS
Registration Number:	0640432	TOWN & COUNTRY
Registration Number:	0979508	MENU MAKER
Registration Number:	0829553	TOWN & COUNTRY
Registration Number:	0701087	TOWN & COUNTRY
Serial Number:	77632209	NO BONES

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ncollora@bryancave.com
 Correspondent Name: Daniel A. Crowe
 Address Line 1: 211 North Broadway, Ste 3600
 Address Line 4: St. Louis, MISSOURI 63102

CH \$215.00 3253193

TRADEMARK

900138880

REEL: 004026 FRAME: 0784

ATTORNEY DOCKET NUMBER:	0227876
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	07/17/2009
Total Attachments: 7 source=Simmons Prepared Foods TM#page1.tif source=Simmons Prepared Foods TM#page2.tif source=Simmons Prepared Foods TM#page3.tif source=Simmons Prepared Foods TM#page4.tif source=Simmons Prepared Foods TM#page5.tif source=Simmons Prepared Foods TM#page6.tif source=Simmons Prepared Foods TM#page7.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, SIMMONS PREPARED FOODS, INC., an Arkansas corporation ("**Grantor**") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the First Amended and Restated Security Agreement, dated as of May 29, 2009, among the Grantor, its affiliates and the Grantee (as amended and restated from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

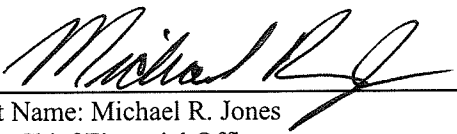
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement first above written.

GRANTOR:

SIMMONS PREPARED FOODS, INC.
an Arkansas corporation

By: 
Print Name: Michael R. Jones
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION
a national banking association,
as Administrative Agent

By: _____
Print Name: Scott J. Manookin
Title: Vice President

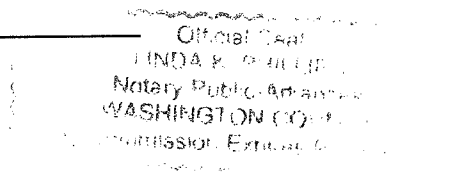
STATE OF ARKANSAS)
COUNTY OF WASHINGTON

On this 29th day of May, 2009, before me personally Michael R. Jones, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Simmons Prepared Foods, Inc., an Arkansas corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Linda K. Phillips
Notary Public

My Commission Expires: 9-11-2012



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2009, before me personally came Scott J. Manookin, to me known, who, being by me duly sworn did depose and say that he is a Vice President of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Security Agreement first above written.

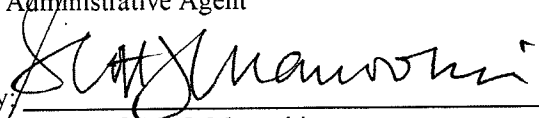
GRANTOR:

SIMMONS PREPARED FOODS, INC.
an Arkansas corporation

By: _____
Print Name: Michael R. Jones
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION
a national banking association,
as Administrative Agent

By:  _____
Print Name: Scott J. Manookin
Title: Vice President

STATE OF _____)
)
COUNTY OF _____)

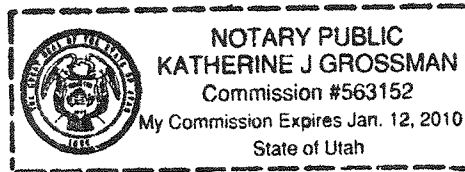
On this ____ day of _____, 2009, before me personally Michael R. Jones, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of Simmons Prepared Foods, Inc., an Arkansas corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF Utah)
)
COUNTY OF Salt Lake)



On this 29 day of June, 2009, before me personally came Scott J. Manookin, to me known, who, being by me duly sworn did depose and say that he is a Vice President of Wells Fargo Bank, National Association, the company described in and which executed the foregoing instrument and that she signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Katherine J. Grossman
Notary Public

My Commission Expires: 1/12/10

Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Blue Ribbon	3,253,193	6/19/2007	Simmons Prepared Foods, Inc.
USA	The Original Chicken Pretzel	2,693,766	3/4/2003	Simmons Prepared Foods, Inc.
USA	Sager Creek Farms	2,228,494	3/2/1999	Simmons Prepared Foods, Inc.
USA	Town & Country	0,640,432	1/22/1957	Simmons Prepared Foods, Inc.
USA	Menu Maker	0,979,508	2/26/1974	Simmons Prepared Foods, Inc.
USA	Town & Country	0,829,553	5/30/1967	Simmons Prepared Foods, Inc.
USA	Town & Country	0,701,087	7/12/1960	Simmons Prepared Foods, Inc.

Country	Trademark	Serial #	Filing Date	Applicant
USA	No Bones	77/632,209	12/12/2008	Simmons Prepared Foods, Inc.

Schedule B - Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
	None	N/A	N/A	N/A