

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
Smithfield Foods, Inc.		07/02/2009	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78646595	YIN & YANG	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-610-6100		
Email:	boxip@hhlaw.com		
Correspondent Name:	Valerie Brennan of Hogan & Hartson LLP		
Address Line 1:	7930 Jones Banch Drive		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	82635.43		
NAME OF SUBMITTER:	Valerie Brennan		
Signature:	/VB/		
Date:	09/15/2009		

CH \$40.00 78646595

Total Attachments: 5

source=Trademark Security Agreement _SFD_ _2_ #page1.tif

source=Trademark Security Agreement _SFD_ _2_ #page2.tif

source=Trademark Security Agreement _SFD_ _2_ #page3.tif

source=Trademark Security Agreement _SFD_ _2_ #page4.tif

source=Trademark Security Agreement _SFD_ _2_ #page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (“Agreement”), effective as of July 2, 2009, is made by Smithfield Foods, Inc., a Virginia corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the “Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of July 2, 2009, among the Grantor, the Administrative Agent, the Guarantors party thereto including the Grantor, the banks and other financial institutions or entities from time to time parties thereto (the “Lenders”) and other agents named therein, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make Loans (as defined in the Credit Agreement) and extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of July 2, 2009, in favor of the Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) to the extent not constituting Excluded Collateral, to the Agent for the ratable benefit of the Secured Parties to secure the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Smithfield Foods, Inc.,
a Virginia corporation

By: 
Name: Carey J. Dubois
Title: Vice President, Finance

Signature Page to Grant of Security Interest in Trademark Rights

TRADEMARK
REEL: 004061 FRAME: 0203

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Barbara R. Marks
Name: **BARBARA R. MARKS**
Title: **EXECUTIVE DIRECTOR**

SCHEDULE A

U.S. Trademark Registrations and Applications

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
YIN & YANG UNITED STATES	06592.0033.TMUS00	06/08/2005	78/646,595	12/19/2006	3,185,860	REGISTERED	029

Trademark Security Agreement (Smithfield Foods, Inc.)
DC – 82635/0043 - 2954749

RECORDED: 09/15/2009

**TRADEMARK
REEL: 004061 FRAME: 0205**