

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
The Smithfield Packing Company, Incorporated		07/02/2009	CORPORATION: DELAWARE

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: 20

Property Type	Number	Word Mark
Registration Number:	1032420	AMBER BRAND
Registration Number:	0891002	HICKORY MOUNTAIN
Registration Number:	0691012	CAROLINIAN
Registration Number:	2561320	CUMBERLAND GAP PROVISION
Registration Number:	2264207	FRESH FROM THE FARM TASTE
Registration Number:	1096897	LUNDY'S
Registration Number:	0740727	LUNDY'S
Registration Number:	1869805	MCGREGOR FAMILY RECIPE
Serial Number:	77397542	PURELY NATURAL
Serial Number:	77397547	PURELY NATURAL COLLECTION
Serial Number:	77397539	PURELY NATURAL FARMS
Serial Number:	77397534	PURELY NATURAL FARMS
Serial Number:	77297167	PURELY NATURAL GOODNESS
Serial Number:	77668559	SHORGOOD

TRADEMARK

900143174

REEL: 004061 FRAME: 0504

CH \$515.00 1032420

Serial Number:	77668561	SHORGOOD
Serial Number:	77704388	
Serial Number:	77704383	SOUTHERN SHORES SPECIALTIES
Serial Number:	77307977	THE SECRET TO OUR GREAT FLAVOR IS MOTHER NATURE
Registration Number:	1572196	TOMAHAWK FARMS
Serial Number:	77297172	WE LEAVE OUT THE INGREDIENTS YOU CAN'T PRONOUNCE

CORRESPONDENCE DATA

Fax Number: (703)610-6200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-610-6100
Email: boxip@hhlaw.com
Correspondent Name: Valerie Brennan, Hogan & Hartson L.L.P.
Address Line 1: 7930 Jones Branch 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

Total Attachments: 6
source=Trademark Security Agreement _Smithfield Packing_#page1.tif
source=Trademark Security Agreement _Smithfield Packing_#page2.tif
source=Trademark Security Agreement _Smithfield Packing_#page3.tif
source=Trademark Security Agreement _Smithfield Packing_#page4.tif
source=Trademark Security Agreement _Smithfield Packing_#page5.tif
source=Trademark Security Agreement _Smithfield Packing_#page6.tif

GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of July 2, 2009, is made by The Smithfield Packing Company, Incorporated, a Delaware 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 Smithfield Foods, Inc. (the "Borrower"), 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 Borrower 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 Borrower 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.

The Smithfield Packing Company, Incorporated,
a Delaware corporation

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

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
AMBER BRAND							
UNITED STATES	06592.0026.TMUS00	03/06/1975	73/045,993	02/03/1976	1,032,420	REGISTERED	029
HICKORY MOUNTAIN & SCROLL DESIGN							
UNITED STATES	06592.0014.TMUS00	02/26/1969	72/320,149	05/12/1970	891,002	REGISTERED	029
CAROLINIAN							
UNITED STATES	07-40142US	10/31/1958	72/061,747	01/05/1960	691,012	REGISTERED	046
CUMBERLAND GAP PROVISION							
UNITED STATES	07-40205US	07/18/2000	76/091,413	04/16/2002	2,561,320	REGISTERED	029
FRESH FROM THE FARM TASTE							
UNITED STATES	07-40145US	10/15/1997	75/373,212	07/27/1999	2,264,207	REGISTERED	029
LUNDY'S							
UNITED STATES	07-40147US	05/13/1977	73/126,538	07/18/1978	1,096,897	REGISTERED	029
UNITED STATES	07-40148US	01/15/1962	72/135,806	11/13/1962	740,727	REGISTERED	046
MCGREGOR FAMILY RECIPE							
UNITED STATES	07-40207US	02/23/1994	74/493,550	12/27/1994	1,869,805	REGISTERED	029
PURELY NATURAL							
UNITED STATES	08-40024US	02/14/2008	77/397,542			ALLOWED	029
PURELY NATURAL COLLECTION							
UNITED STATES	08-40023US	02/14/2008	77/397,547			PENDING	029
PURELY NATURAL FARMS							
UNITED STATES	08-40025US	02/14/2008	77/397,539			PENDING	029
PURELY NATURAL FARMS (stylized and/or with design)							
UNITED STATES	08-40026US	02/14/2008	77/397,534			ALLOWED	029
PURELY NATURAL GOODNESS							
UNITED STATES	08-40050US	10/05/2007	77/297,167			ALLOWED	029
SHORGOOD							
UNITED STATES	09-40036US	02/11/2009	77/668,559			PENDING	029
SHORGOOD (stylized and/or with design)							
UNITED STATES	09-40037US	02/11/2009	77/668,561			PENDING	029
SOUTHERN SHORE MISCELLANEOUS COLOR DESIGN							
UNITED STATES	09-40089US	04/01/2009	77/704,388			PENDING	030

Trademark Security Agreement (Smithfield Packing)
 DC - 82635/0043 - 2957562

SOUTHERN SHORES SPECIALTIES (stylized and/or with design)

UNITED STATES 09-40088US 04/01/2009 77/704,383 PENDING 030

THE SECRET TO OUR GREAT FLAVOR IS MOTHER NATURE

UNITED STATES 08-40051US 10/18/2007 77/307,977 ALLOWED 029

TOMAHAWK FARMS

UNITED STATES 07-40154US 05/09/1989 73/798,541 12/19/1989 1,572,196 REGISTERED 029

WE LEAVE OUT THE INGREDIENTS YOU CAN'T PRONOUNCE

UNITED STATES 08-40052US 10/05/2007 77/297,172 ALLOWED 029