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 Foods, Inc.		11/03/2010	CORPORATION: ARKANSAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank
Street Address:	7500 College Boulevard, Ste 350
Internal Address:	MAC 25605-030
City:	Overland Park
State/Country:	KANSAS
Postal Code:	66210
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3560136	WAFEER
Registration Number:	2445829	SIMMONS
Registration Number:	2354345	SIMMONS

CH $90.00 3560136

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3142592000
Email: lori.bowen@bryancave.com
Correspondent Name: Daniel A. Crowe
Address Line 1: 211 North Broadway, Ste 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0227876
NAME OF SUBMITTER:	Daniel A. Crowe

Signature:	/Daniel A. Crowe/
Date:	11/15/2010

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, SIMMONS 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 Second Amended and Restated Security Agreement, dated as of November 3, 2010, 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]

TRADEMARK
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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 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: BRAD CONLEY
Title: AVP

TRADEMARK
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STATE OF Arkansas)
)
COUNTY OF Benton)

On this 3 day of November, 2010, before me personally came 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 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.

Rena Ann Davis
Notary Public

RENA ANN DAVIS
Benton County
Notary Public - Arkansas
My Commission Expires Aug 11, 2014

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of _____, 2010, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ of Wells Fargo Bank, National Association, 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: _____

TRADEMARK
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Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
U.S.	Wafeer	3,560,136	1/13/2009	Simmons Foods, Inc.
U.S.	Simmons	2,445,829	4/24/2001	Simmons Foods, Inc.
U.S.	Simmons	2,354,345	6/6/2000	Simmons Foods, Inc.

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Schedule B - Patents

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