

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309936

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SF Investments, Inc.		06/30/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH		
<b>Street Address:</b>	10 Exchange Place		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	COÖPERATIEVE: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2697039	EMBER FARMS	
<b>Registration Number:</b>	4054084	EMBER FARMS SINCE 1909	
<b>Registration Number:</b>	3758806	MORNING TABLE	
<b>Registration Number:</b>	3800462	RIVERS EDGE	
<b>Registration Number:</b>	3758807	TROY HILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4048884001		
<b>Email:</b>	cjmoore@hunton.com		
<b>Correspondent Name:</b>	C. John Moore		
<b>Address Line 1:</b>	600 Peachtree Street		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>ATTORNEY DOCKET NUMBER:</b>	67350.000009		
<b>NAME OF SUBMITTER:</b>	C. John Moore		
<b>SIGNATURE:</b>	/C. John Moore/		

CH \$140.00 2697039

<b>DATE SIGNED:</b>	07/08/2014
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**Total Attachments: 3**

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## TRADEMARK SECURITY AGREEMENT

June 30, 2014

WHEREAS, SF Investments, Inc., a Delaware corporation ("Grantor"), owns the Trademarks (as defined in the Security Agreement) listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses (as defined in the Security Agreement) listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, as agent for itself and certain other parties (in its capacity as agent, together with its successors in such capacity, the "Secured Party") are parties to a Second Amended and Restated Credit Agreement dated as of June 9, 2011 (as same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Second Amended and Restated Pledge and Security Agreement dated as of June 9, 2011 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, certain other parties and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, , and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto;

(2) each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, and all rights to sue at law or in equity for any Infringement thereof, including the right to receive all proceeds and damages therefrom including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto and the Trademarks licensed under any Trademark License;


provided, however, that notwithstanding any of the other provisions set forth herein in, this Trademark Security Agreement shall not constitute a grant of a security interest in any Excluded Collateral (as defined in the Security Agreement).

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

SF INVESTMENTS, INC., as Grantor

By:   
Name: Jeffrey A. Porter  
Title: President

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS/ TRADEMARK APPLICATIONS				
Mark	Country	Owner	Serial/Registration No.	Status
EMBER FARMS	U.S.	SF Investments, Inc.	2697039	Registered
EMBER FARMS SINCE 1909 and Design 	U.S.	SF Investments, Inc.	4054084	Registered
MORNING TABLE	U.S.	SF Investments, Inc.	3758806	Registered
RIVERS EDGE	U.S.	SF Investments, Inc.	3800462	Registered
TROY HILL	U.S.	SF Investments, Inc.	3758807	Registered

TRADEMARK LICENSES		
Name of Agreement	Parties	Date of Agreement
	NONE	