

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM364496

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the receiving party in the recordation cover sheet previously recorded on Reel 005657 Frame 0090. Assignor(s) hereby confirms the Assignment of the Entire Interest and the Goodwill of U.S. Trademarks.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cargill Meat Solutions Corporation		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Swift Brands Company		
Street Address:	1770 Promontory Circle		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80634		
Entity Type:	COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1841430	FAIRVIEW FARMS	
Registration Number:	3545404	GOODNATURE	
Registration Number:	4528287	GOODNATURE	
Registration Number:	3393152	STONESIDE	
Registration Number:	1818629	TENDER CHOICE	
Registration Number:	3026655	TENDER CHOICE	
Registration Number:	4265732	TENDER PRIDE	
Registration Number:	3812000	TENDER SURE	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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>			
Phone:	2128198200		
Email:	IPRECORDATIONS@WHITECASE.COM		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 AVENUE OF THE AMERICAS		
Address Line 2:	PATENT AND TRADEMARK DEPT.		

CH \$215.00 1841430

Address Line 4: NEW YORK, NEW YORK 10036-2787	
ATTORNEY DOCKET NUMBER:	6355083-0043
NAME OF SUBMITTER:	Matthew Campion
SIGNATURE:	/Matthew Campion/
DATE SIGNED:	12/03/2015
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM360700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cargill Meat Solutions Corporation		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Swift Pork Company		
Street Address:	1770 Promontory Circle		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80634		
Entity Type:	COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1841430	FAIRVIEW FARMS	
Registration Number:	3545404	GOODNATURE	
Registration Number:	4528287	GOODNATURE	
Registration Number:	3393152	STONESIDE	
Registration Number:	1818629	TENDER CHOICE	
Registration Number:	3026655	TENDER CHOICE	
Registration Number:	4265732	TENDER PRIDE	
Registration Number:	3812000	TENDER SURE	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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>			
Phone:	2128198200		
Email:	IPRECORDATIONS@WHITECASE.COM		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1155 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036-2787		
ATTORNEY DOCKET NUMBER:	5355083-0042		
NAME OF SUBMITTER:	Matthew Campion		

CH \$215.00 1841430

SIGNATURE:	/Matthew Campion/
DATE SIGNED:	10/30/2015
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of July 1, 2015, entered into between Cargill Meat Solutions Corporation ("Assignor"), and Swift Pork Company ("Swift Pork"). Capitalized terms used in this Trademark Assignment without definitions have the respective meanings given to them in the Asset Purchase Agreement.

Assignor has delivered this instrument signed by Assignor to enable Swift Brands Company ("Assignee") to file it with any appropriate Governmental Authority to indicate ownership of the Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to any and all other rights of Swift Pork and/or Assignee under the Asset Purchase Agreement and other instruments of transfer delivered in connection with the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which Assignor acknowledges, and by signing and delivering this instrument, Assignor sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to:

(a) all registered and unregistered trademarks, service marks and trade names, trade dress, logos, insignias, designs and other source indicators specifically listed in Annex A to this Trademark Assignment, and all registrations, applications, and renewals for same in the United States and anywhere in the world specifically listed in Annex A to this Trademark Assignment (collectively, the "Marks"), and

(b) the following properties and rights with respect to all Marks as applicable:

(i) all goodwill associated with the business related to the Marks, together with all rights to use, license and otherwise exploit the Marks;

(ii) all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;

(iii) all rights in and under the Marks to the fullest extent allowed by law of any jurisdiction as fully as Assignor would have held the same in the absence of this assignment; and

(iv) all rights to sue and recover damages, payments, restitution and injunctive and other legal and equitable relief for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace Assignor in all related matters.

The foregoing rights in and under the foregoing shall apply to the full end of their terms as fully as Assignor would have held the same in the absence of this assignment. As of the date set forth above, Assignee has succeeded to all right, title, interest and standing of Assignor to: (a) receive all rights and benefits pertaining to the Marks and related rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the Marks described above. This Trademark Assignment (a) is irrevocable and effective upon Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Asset Purchase Agreement and their respective successors and assigns and (c) does not modify or affect, and is subject to, the provisions of the Asset Purchase Agreement.

[Signatures on Following Pages]

The undersigned has signed this Trademark Assignment as of October 30, 2015.

CARGILL MEAT SOLUTIONS
CORPORATION, Assignor

By: Michael A. Luker
Name: Michael A. Luker
Title: Executive, Cargill Inc.

TRADEMARK

REEL: 005681 FRAME: 0653

The undersigned has signed this Trademark Assignment as of October 30, 2015.

SWIFT BRANDS COMPANY, Assignee

By: Kiersten Sommers
Name: Kiersten Sommers
Title: Secretary

ANNEX A TO TRADEMARK ASSIGNMENT

Registered Trademarks

COUNTRY	TITLE	OWNER	APPLN#	FILING DATE	REGN #	REGN DATE	CLASS	TM CLASS AND GOODS
United States of America	Fairview Farms	Cargill Meat Solutions Corporation	74/229,420	10-Dec-91	1841430	21-Jun-94	29	29-meat and meat products; namely, pork and bacon
United States of America	GoodNature	Cargill Meat Solutions Corporation	78/946,112	7-Aug-06	3545404	9-Dec-08	29	29-meat
United States of America	goodnature & Design	Cargill Meat Solutions Corporation	85/950,951	5-Jun-13	4528287	13-May-14	29	29-meat
United States of America	StoneSide	Cargill Meat Solutions Corporation	78/793,523	18-Jan-06	3393152	4-Mar-08	29	29-meat
United States of America	Tender Choice	Cargill Meat Solutions Corporation	74/322,389	14-Oct-92	1818629	25-Jan-94	29	29-meat
United States of America	Tender Choice	Cargill Meat Solutions Corporation	78/353,994	20-Jan-04	3026655	13-Dec-05	29	29-meat
United States of America	Tender Pride	Cargill Meat Solutions Corporation	85/544,150	16-Feb-12	4265732	25-Dec-12	29	29-meat
United States of America	Tender Sure	Cargill Meat Solutions Corporation	77/747,982	29-May-09	3812000	29-Jun-10	29	29-meat

Unregistered Trademarks

Smokehouse Supreme (United States of America)