

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Farmland Foods, Inc.	07/02/2009
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
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12075249
Application Number:	11548993
Patent Number:	7473166
Patent Number:	7481701
CORRESPONDENCE DATA	
Fax Number:	(703)610-6200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	82635.43
NAME OF SUBMITTER:	Valerie Brennan

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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN PATENTS

THIS GRANT OF SECURITY INTEREST IN PATENTS ("Agreement"), effective as of July 2, 2009, is made by Farmland Foods, Inc., 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 Patents; 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 Patents (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 Patents 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.

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

Farmland Foods, Inc.,
a Delaware corporation

By: 
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. Patent Registrations and Applications

METHOD FOR PREPARING DOUBLE-WIDE BACON

UNITED STATES 08-40009US NEW 03/10/2008 12/075,249 PENDING

METHOD FOR MAKING A STEAMSHIP OF PORK CUT AND THE RESULTANT PRODUCT

UNITED STATES 11/548,993 PUBLISHED

METHOD FOR MAKING A PICNIC ROAST AND THE RESULTANT PRODUCT

UNITED STATES 7,473,166 ISSUED

DEVICE FOR MAKING A SPIRAL INCISION ON A MEAT PRODUCT

UNITED STATES 7,481,701 ISSUED