

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
Jonmor Investments, 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
Patent Number:	5637342
Patent Number:	5384149
Application Number:	11138159
Application Number:	11138205
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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Correspondent Name:	Valerie Brennan, Hogan & Hartson L.L.P.
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Address Line 2:	Box Intellectual Property
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	82635.43
NAME OF SUBMITTER:	Valerie Brennan

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PATENT
REEL: 023220 FRAME: 0775

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 Jonmor Investments, 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.

Jonmor Investments, Inc.,
a Delaware corporation

By: Charles Mc Carrick
Name: Charles McCarrick
Title: President/Assistant Secretary/
Assistant Treasurer

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

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
METHOD FOR COOKING BACON							
UNITED STATES	08-40132US	NEW	06/07/1995	08/484,998	06/10/1997	5,637,342	ISSUED
INTEGRATED PROCESS FOR PRODUCING MEAT PROTEIN, BROTH, MYOGLOBIN PIGMENT, FAT AND BONE MEAL							
UNITED STATES	08-40138US	NEW	03/02/1994	08/205,514	01/24/1995	5,384,149	ISSUED
CONTINUOUS METHOD AND SYSTEM FOR PRODUCING WET CURED HAM							
UNITED STATES	08-40140US	NEW	05/25/2005	11/138,159			PUBLISHED
CONTINUOUS METHOD AND SYSTEM FOR PRODUCING WET CURED HAM							
UNITED STATES	08-40139US	NEW	05/25/2005	11/138,205			PUBLISHED