

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smithfield Foods, Inc.		12/31/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

Name:	Farmland Foods, Inc.
Street Address:	11500 N.W. Ambassador Drive
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64153-1386
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78321063	100% USA PORK
Registration Number:	2988947	AMERICA'S PREMIUM PORK
Registration Number:	2763021	FRESH & TENDER
Registration Number:	2546939	NATURAL EXCELLENCE
Registration Number:	3103983	PF
Registration Number:	2757184	PREMIUM FARMS
Registration Number:	2010721	PREMIUM STANDARD FARMS
Registration Number:	2004924	PREMIUM STANDARD FARMS

CORRESPONDENCE DATA

Fax Number: (215)851-1420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-851-8100
 Email: philpdocketing@reedsmith.com
 Correspondent Name: Carl H. Pierce
 Address Line 1: P.O. Box 7990

OP \$215.00 78321063

Address Line 2: Intellectual Property
Address Line 4: Philadelphia, PENNSYLVANIA 19101-7990

ATTORNEY DOCKET NUMBER:	965160.20024
NAME OF SUBMITTER:	Jenny Papatolis
Signature:	/Jenny Papatolis/
Date:	04/21/2008

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of the 31st day of December, 2007 (the "Effective Date") between Smithfield Foods, Inc., a Virginia corporation with a principal address of 200 Commerce Street, Smithfield, Virginia 23430 ("Smithfield") and Farmland Foods, Inc., a Delaware corporation with a principal address of 11500 N.W. Ambassador Drive, Kansas City, MO 64153-1386 ("Farmland").

Recitals

Smithfield has agreed to assign to Farmland all of Smithfield's right, title and interest in the trademarks, service marks and trade names listed on the attached Schedule A (collectively, the "Trademarks") and Farmland desires to acquire all of Smithfield's right, title and interest in, to and under the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and good and valuable consideration exchanged by the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Smithfield hereby conveys, assigns, sells, and transfers to Farmland and its successors and assigns, Smithfield's entire right, title, and interest in, to and under the Trademarks, together with the goodwill of the business symbolized by such Trademarks, including any and all rights in, to and under the trademark applications and registrations associated therewith as set forth in greater detail on Schedule A, to be held and enjoyed by Farmland for its own use and benefit and for the use and benefit of its parent, subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Smithfield had this assignment not been made. The rights assigned hereunder also specifically include the right to sue for any and all past infringements of the Trademarks, and to receive any and all damages awarded as a result of any such claim.

2. **Relinquishment of All Rights in the Trademarks.** Following the Effective Date of this Agreement, Smithfield shall retain no rights in the Trademarks and Smithfield shall not use the Trademarks on products, services, as part of a corporate name, or otherwise, following the Effective Date. Smithfield shall not, at any time following the Effective Date, contest the validity of the Trademarks or the validity of the assignment of Smithfield's rights in the Trademarks to Farmland.

3. **Rights Retained by FLD.** This Agreement does not constitute a transfer of any right, title, interest, or license that Smithfield may possess in technology, know-how, assets, or intellectual property other than the Trademarks and its related goodwill, and no right, title, interest, or license is hereby assigned, granted, or otherwise transferred to Farmland with respect to such technology, know-how, assets, or intellectual property.

4. Further Assurances. Smithfield agrees to execute any other documents or to provide any further materials or documentation in its possession that are necessary in order to fulfill the provisions of or the purpose of this Agreement.


5. Binding Effect. This Agreement is binding upon the parties and their respective successors and assignees.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be considered one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

SMITHFIELD FOODS, INC.

FARMLAND FOODS, INC.

By: 

By: 

Name: Craig A. A. Dixon

Name: Craig A. A. Dixon

Title: Assistant Secretary

Title: Assistant Secretary

Schedule A

Trademarks

Mark	Country	Application/ Registration No.	Application Filing Date / Registration Date	International Class
PREMIUM STANDARD FARMS	Denmark	VR1999 03487	9/30/1999	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Denmark	VR1999 03568	9/30/1999	29
PREMIUM STANDARD FARMS	France	98765941	8/15/1999	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	France	98765942	10/15/1999	29
NATURAL EXCELLENCE	Japan	4807186	10/1/2004	29
PREMIUM FARMS & Design	Japan	4821039	11/26/2004	29
PREMIUM FARMS & Design in Katakana	Japan	4821038	11/26/2004	29
PREMIUM STANDARD CERTIFIED & Design	Japan	4269129	4/30/1999	29
PREMIUM STANDARD FARMS	Japan	4227401	1/8/1999	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Japan	4242197	2/19/1999	29

PREMIUM STANDARD FARMS & Design – Ribbon Logo	Japan	4980566	8/18/2006	30
PREMIUM STANDARD CERTIFIED & Design	Korea	419418	9/1/1998	7
PREMIUM STANDARD FARMS	Korea	419417	9/1/1998	7
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Korea	419419	9/1/1998	7
PREMIUM STANDARD CERTIFIED & Design	Mexico	598318	9/22/1998	29
PREMIUM STANDARD FARMS	Mexico	594441	9/22/1998	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Mexico	598317	9/22/1998	29
PREMIUM STANDARD CERTIFIED & Design	Taiwan	974553	12/1/2001	29
PREMIUM STANDARD FARMS	Taiwan	974552	12/1/2001	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	Taiwan	971964	11/16/2001	29
100% USA PORK & Design	U.S.A.	78/321063	10/30/2003	29
AMERICA'S PREMIUM PORK	U.S.A.	2988947	8/30/2005	29

FRESH & TENDER & Design	U.S.A.	2763021	9/9/2003	29
NATURAL EXCELLENCE	U.S.A.	2546939	3/12/2002	29
PF & Design -- Crown	U.S.A.	3103983	6/13/2006	29
PREMIUM FARMS	U.S.A.	2757184	8/26/2003	29
PREMIUM STANDARD FARMS	U.S.A.	2010721	10/22/1996	29
PREMIUM STANDARD FARMS & Design – Ribbon Logo	U.S.A.	2004924	10/1/1996	29

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