

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		12/30/2009	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JonMor Investments, Inc.		
<b>Street Address:</b>	103 Baynard Building 3411 Silverside Road		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19810		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2807891	RMH FOODS QUICK-N-EASY BRAND	
<b>Registration Number:</b>	2697752	QUICK-N-EASY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-6200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-610-6100		
<b>Email:</b>	boxip@hhlaw.com		
<b>Correspondent Name:</b>	Valerie Brennan, Hogan & Hartson L.L.P.		
<b>Address Line 1:</b>	7930 Jones Branch Drive		
<b>Address Line 2:</b>	Box Intellectual Property		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	82635.43		
<b>NAME OF SUBMITTER:</b>	Valerie Brennan		
<b>Signature:</b>	/vb/		

CH \$65.00 2807891

Date:

01/14/2010

**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST**

RELEASE dated as of December 30, 2009, by JPMorgan Chase Bank, N.A., as Administrative Agent (the "Administrative Agent") under the Amended and Restated Credit Agreement, dated as of July 2, 2009 (as amended as of the date hereof, the "Credit Agreement"), among Smithfield Foods, Inc., a Virginia corporation (the "Borrower"), the subsidiary guarantors party thereto, the lenders party thereto, the Administrative Agent and the other agents party thereto. Unless otherwise defined herein, capitalized terms defined in the Credit Agreement and used herein are so used as so defined.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement, dated as of July 2, 2009 (the "Security Agreement"), made by the Borrower and certain of its subsidiaries (collectively, the "Grantors"), including Jonmor Investments, Inc., a Delaware corporation ("Jonmor"), and SF Investments, Inc., a Delaware corporation ("SF Investments"; together with Jonmor, the "IP Sellers"), in favor of the Administrative Agent for the benefit of the Secured Parties, the Grantors granted a security interest in certain collateral, including the IP Sellers' grant of a security interest in the Subject Collateral (as defined below);

WHEREAS, in connection with the Security Agreement, Jonmor executed a Grant of Security Interest in Trademarks, effective as of July 2, 2009, in favor of the Administrative Agent for the Secured Parties (the "Jonmor Trademark Security Agreement"), and such agreement, including the security interest in certain of the Subject Collateral owned by Jonmor, was recorded in the United States Patent and Trademark Office on September 16, 2009 at Reel 004061, Frame 0945;

WHEREAS, in connection with the Security Agreement, SF Investments executed a Grant of Security Interest in Trademarks, effective as of July 2, 2009, in favor of the Administrative Agent for the Secured Parties (the "SF Investments Trademark Security Agreement"), and such agreement, including the security interest in certain of the Subject Collateral owned by SF Investments, was recorded in the United States Patent and Trademark Office on September 15, 2009 at Reel 004061, Frame 0146;

WHEREAS, RMH Foods, LLC, a subsidiary of the Borrower ("RMH LLC"), is party, as seller, to the certain Asset Purchase Agreement, dated as of October 28, 2009 (the "Purchase Agreement"), with RMH Acquisition LLC, as buyer (the "Buyer"), pursuant to which, inter alia, RMH LLC agreed to cause each of the IP Sellers to sell all of their right, title and interest in, to and under the trademarks and other intellectual property related to the business of RMH LLC and listed on Schedule A hereto (the "Subject Collateral") pursuant to (i) that certain Assignment Agreement, dated as of December 31, 2009 (the "Jonmor Agreement"), between Jonmor and the Buyer and (ii) that certain Assignment Agreement, dated as of December 31, 2009 (the "SF Investments

Agreement,” and together with the Purchase Agreement and the Jonmor Agreement, the “Agreements”), between SF Investments and the Buyer; and

WHEREAS, the Administrative Agent, pursuant to Section 9.02(d)(i)(B) and in reliance upon the Officer’s Certificate, dated as of December 30, 2009, is willing to release its security interest solely in the Subject Collateral granted to it for the benefit of the Secured Parties pursuant to the Security Agreement, the Jonmor Trademark Security Agreement and the SF Investments Security Agreement upon the disposition of the Subject Collateral pursuant to the Agreements (the “Subject Disposition”);

NOW, THEREFORE, the parties hereto agree as follows:

1. Release of Security Interest: Effective immediately upon the consummation of the Subject Disposition, all security interests in, and other liens on, all of the Subject Collateral granted to or held by the Administrative Agent for the benefit of the Secured Parties as security under the Credit Agreement and the other Loan Documents, shall be automatically released and discharged, all without any further action being required to effectuate the foregoing. This Release does not terminate, release or discharge the Administrative Agent’s security interest in any Collateral other than the Subject Collateral listed on Schedule A hereto.

2. Further Assurances: The Administrative Agent hereby (a) authorizes the IP Sellers to file an executed copy of this Release with the United States Patent and Trademark Office and (b) agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary or requested by the Borrower to effect such release of the security interests in the Subject Collateral. All of the foregoing shall be at the expense of the Borrower with no representation or warranty by the Administrative Agent or any Secured Party.

3. Effectiveness. This Release shall become effective only when signed by the Administrative Agent and accepted by the IP Sellers in the space provided below. Delivery of an executed signature page of this Release by facsimile or email shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. **THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: Barbara R. Mark  
Name: BARBARA R. MARK  
Title: EXECUTIVE DIRECTOR

Accepted and Agreed to:

JONMOR INVESTMENTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SF INVESTMENTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to:

JONMOR INVESTMENTS, INC.

By: Charles Mc Carrick  
Name: Charles McCarrick  
Title: President

SF INVESTMENTS, INC.

By: Charles Mc Carrick  
Name: Charles McCarrick  
Title: President

Schedule A

<b>Title</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Jurisdiction</b>
FLAVORE	SF Investments, Inc.	3,143,631	US
FLAVORE & design	SF Investments, Inc.	3,021,060	US
FLAVORE	SF Investments, Inc.	TMA704308 (Application No. 1,245,825)	CAN
FLAVORE & design	SF Investments, Inc.	TMA674146 (Application No. 1,245,826)	CAN
FULLY COOKED & design	SF Investments, Inc.	77/079,694	US
MILANO'S ITALIAN GRILLE	SF Investments, Inc.	SN 77/434,180 Published 3/10/09	08-40053US
MILANO'S ITALIAN GRILLE	SF Investments, Inc.	n/a (Application No. 1,393,265)	CAN
MILANO'S ITALIAN GRILLE	SF Investments, Inc.	MX 942,066	MX
OK TO FREEZE & design	SF Investments, Inc.	3,631,928	US
SERVES & design	SF Investments, Inc.	3,631,927	US
RMH FOODS QUICK-N-EASY BRAND	Jonmor Investments, Inc.	2,807,891	US
QUICK-N-EASY	Jonmor Investments, Inc.	2,697,752	US