

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Swift Brands Company		05/27/2011	CORPORATION: DELAWARE
Skippack Creek Corporation		05/27/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	1111 Fannin Street
<b>Internal Address:</b>	Floor 10
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77002-6925
<b>Entity Type:</b>	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 94**

Property Type	Number	Word Mark
Registration Number:	1032419	MOPAC
Registration Number:	1202187	MONFORT
Registration Number:	1208732	SWIFT
Registration Number:	1220175	SWIFT
Registration Number:	1221069	SWIFT PREMIUM
Registration Number:	1221947	M
Registration Number:	1253874	MONFORT GOLD
Registration Number:	1266470	MONFORT GOLD
Registration Number:	1383898	MOPAC
Registration Number:	1555462	RENPRO
Registration Number:	1555464	REN PLUS
Registration Number:	1556495	RENCAL
Registration Number:	1556496	REN PRIDE

**TRADEMARK**

**900195940**

**REEL: 004572 FRAME: 0612**

**CH \$2365.00 1032419**

Registration Number:	1557592	RENTECH
Registration Number:	1620180	CHEF'S EXCLUSIVE
Registration Number:	1667747	HOTEL BRAND
Registration Number:	1681634	F FLAVORLAND BEEF
Registration Number:	1700693	GREEN RIDGE
Registration Number:	1733821	WARREN ANALYTICAL LABORATORY
Registration Number:	1801327	BLUE RIBBON BEEF
Registration Number:	1803840	FING'R-PICK'N-CHICK'N
Registration Number:	1869793	PACKERLAND PACKING
Registration Number:	1906712	PP
Registration Number:	1914233	SHOWCASE SUPREME
Registration Number:	1974741	RENPRIME
Registration Number:	2034067	SIMPLY BETTER BEEF
Registration Number:	2077987	SWIFT
Registration Number:	2090022	GUARD DOG
Registration Number:	2112728	SWIFT & COMPANY
Registration Number:	2162464	SLINDER
Registration Number:	2508239	GUARANTEED TENDER BEEF
Registration Number:	2508240	GUARANTEED TENDER PORK
Registration Number:	2563789	CALFSOURCE
Registration Number:	2595943	STEAKHOUSE CLASSIC
Registration Number:	2696173	FRANK FRIES
Registration Number:	2702497	
Registration Number:	2771029	MONFORT
Registration Number:	2789654	SWIFT
Registration Number:	2843674	SWIFT
Registration Number:	2845945	SWIFT
Registration Number:	2854613	SWIFT & COMPANY
Registration Number:	2867448	SWIFT PREMIUM
Registration Number:	2870219	SWIFT PREMIUM
Registration Number:	2918875	CEDAR RIVER FARMS NATURAL BEEF
Registration Number:	2922945	SHOWCASE FOODS
Registration Number:	2928296	SWIFT TRACE
Registration Number:	2959530	VISIONARY DESIGN
Registration Number:	2997821	CEDAR RIVER FARMS NATURAL BEEF

	3005852	SHOWCASE FOODS
Registration Number:	3006788	SUN LAND
Registration Number:	3011371	STEAKHOUSE CLASSIC
Registration Number:	3054762	FRESH THOUGHTS
Registration Number:	3064465	SWIFT LA HERENCIA
Registration Number:	3064466	SWIFT LA HERENCIA
Registration Number:	3064467	LA HERENCIA
Registration Number:	3091496	SWIFT SWIFT PREMIUM CRISP'N SERVE
Registration Number:	3130797	AUTHENTIC MEXICAN MEATS IN MINUTES
Registration Number:	3178596	FLAVOR STARTER
Registration Number:	3188265	EST. 1855 BRAND CERTIFIED G. F SWIFT
Registration Number:	3216531	S
Registration Number:	3240690	CASE READY REDI
Registration Number:	3248553	EST. 1855 PRIME BRAND G. F SWIFT
Registration Number:	3308646	SPARED RIBS
Registration Number:	3386022	CLEAR RIVER FARMS
Registration Number:	3386023	CLEAR RIVER FARMS
Registration Number:	3393429	SPRING CROSSING CATTLE CO.
Registration Number:	3393451	SWIFT ANGUS SELECT
Registration Number:	3518277	PORK IQ
Registration Number:	3526780	SWIFT SWIFT PREMIUM BLACK ANGUS BEEF USDA CHOICE BEEF KEEP REFRIGERATED
Registration Number:	3555179	STEAKHOUSE RECIPE
Registration Number:	3555182	JBS
Registration Number:	3568229	STEAKHOUSE CLASSIC
Registration Number:	3713407	TEXAS HOLD'EMS
Registration Number:	3716973	RITEBITE
Registration Number:	3720272	CHOICE GRILLERS
Registration Number:	3725958	SPARE THE RIBS
Registration Number:	3789366	BLACK ANGUS BEEF STEAKHOUSE CLASSIC USDA CHOICE BLACK ANGUS BEEF
Registration Number:	3822925	AMERICAN RESERVE GUARANTEED TENDER
Registration Number:	3865356	CLEAR RIVER FARMS
Registration Number:	0965208	SIRLOINER
Serial Number:	77295381	STEAKHOUSE PROVISION COMPANY

Serial Number:	77301064	JBS
Serial Number:	77342693	STEAKHOUSE RECIPE
Serial Number:	77384578	A COMMITMENT TO QUALITY
Serial Number:	77555202	JBS PACKERLAND
Serial Number:	77555260	JBS PP PACKERLAND
Serial Number:	77555279	JBS
Serial Number:	77678894	5 STAR RESERVE
Serial Number:	77796843	SIRLOINER
Serial Number:	77857641	NATIVE AMERICAN RESERVE
Serial Number:	78868173	NAKED ANGUS
Serial Number:	78868207	NAKED BEEF
Serial Number:	85088003	THE GENETICALLY VERIFIED BLACK ANGUS BEEF
Serial Number:	85105823	LA HERENCIA

**CORRESPONDENCE DATA**

Fax Number: (650)251-5002  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (650) 251-5118  
Email: jnull@stblaw.com  
Correspondent Name: Roxana Niktab  
Address Line 1: 2550 Hanover Street  
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1598
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	06/30/2011

**Total Attachments: 6**

source=JBS Short-form Trademark Security Agreement 2011 (executed)#page1.tif  
source=JBS Short-form Trademark Security Agreement 2011 (executed)#page2.tif  
source=JBS Short-form Trademark Security Agreement 2011 (executed)#page3.tif  
source=JBS Short-form Trademark Security Agreement 2011 (executed)#page4.tif  
source=JBS Short-form Trademark Security Agreement 2011 (executed)#page5.tif  
source=JBS Short-form Trademark Security Agreement 2011 (executed)#page6.tif

SHORT-FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated May 27, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as administrative agent (the "Administrative Agent") for the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WHEREAS, JBS USA, LLC (the "Borrower"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of May 27, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantors have entered into the Guarantee and Collateral Agreement, dated as of May 27, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks and trademark applications of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (ii) all Proceeds and products of the Trademarks; and
- (iii) all rights to sue at law or in equity for any infringement, unfair competition or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has also been granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the Guarantee and Collateral Agreement and this Trademark Security Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 5. Termination. This Trademark Security Agreement shall terminate concurrently with the termination of the Guarantee and Collateral Agreement in accordance with the terms thereof.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

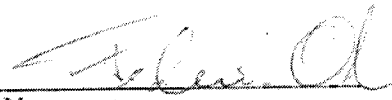
SWIFT BRANDS COMPANY

By   
Name: WILLIAM G TRUPKIEWICZ  
Title: SECRETARY

SKIPPACK CREEK CORPORATION

By   
Name: WILLIAM G TRUPKIEWICZ  
Title: SECRETARY

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By   
Name: FEDERICO G. G. G.  
Title: MANAGING DIRECTOR



Schedule A

TRADEMARK	REG./APPL. #	OWNER
MOPAC	1,032,419	Skippack Creek Corporation
MONFORT	1,202,187	Swift Brands Company
SWIFT	1,208,732	Swift Brands Company
SWIFT & DESIGN	1,220,175	Swift Brands Company
SWIFT PREMIUM	1,221,069	Swift Brands Company
M	1,221,947	Swift Brands Company
MONFORT GOLD	1,253,874	Swift Brands Company
MONFORT GOLD	1,266,470	Swift Brands Company
MOPAC	1,383,898	Skippack Creek Corporation
RENPRO	1,555,462	Skippack Creek Corporation
REN PLUS	1,555,464	Skippack Creek Corporation
RENCAL	1,556,495	Skippack Creek Corporation
REN PRIDE	1,556,496	Skippack Creek Corporation
RENTECH	1,557,592	Skippack Creek Corporation
CHEF'S EXCLUSIVE & DESIGN	1,620,180	Swift Brands Company
HOTEL BRAND	1,667,747	Skippack Creek Corporation
F FLAVORLAND BEEF & DESIGN	1,681,634	Swift Brands Company
GREEN RIDGE	1,700,693	Skippack Creek Corporation
WARREN ANALYTICAL LABORATORY	1,733,821	Swift Brands Company
BLUE RIBBON BEEF	1,801,327	Swift Brands Company
FING'R PICK'N CHICK'N	1,803,840	Skippack Creek Corporation
PAKERLAND PACKING	1,869,793	Skippack Creek Corporation
PP	1,906,712	Skippack Creek Corporation
SHOWCASE SUPREME	1,914,233	Skippack Creek Corporation
RENPRIME	1,974,741	Skippack Creek Corporation
SIMPLY BETTER BEEF	2,034,067	Skippack Creek Corporation
SWIFT	2,077,987	Swift Brands Company
GUARD DOG	2,090,022	Skippack Creek Corporation
SWIFT & COMPANY	2,112,728	Swift Brands Company
SLINDER	2,162,464	Skippack Creek Corporation
GUARANTEED TENDER BEEF	2,508,239	Swift Brands Company
GUARANTEED TENDER PORK	2,508,240	Swift Brands Company
CALFSOURCE	2,563,789	Skippack Creek Corporation
STEAKHOUSE CLASSIC	2,595,943	Skippack Creek Corporation
FRANK FRIES	2,696,173	Skippack Creek Corporation
BLUE RIBBON BEEF RIBBON	2,702,497	Swift Brands Company
MONFORT	2,771,029	Swift Brands Company
SWIFT & DESIGN	2,789,654	Swift Brands Company
SWIFT	2,843,674	Swift Brands Company
SWIFT & DESIGN	2,845,945	Swift Brands Company
SWIFT & COMPANY	2,854,613	Swift Brands Company
SWIFT PREMIUM	2,867,448	Swift Brands Company
SWIFT PREMIUM	2,870,219	Swift Brands Company
CEDAR RIVER FARMS NATURAL BEEF	2,918,875	Skippack Creek Corporation
SHOWCASE FOODS	2,922,945	Skippack Creek Corporation
SWIFT TRACE	2,928,296	Swift Brands Company
VISIONARY DESIGN	2,959,530	Skippack Creek Corporation
CEDAR RIVER FARMS NATURAL BEEF	2,997,821	Skippack Creek Corporation
SHOWCASE FOODS	3,005,852	Skippack Creek Corporation
SUN LAND	3,006,788	Skippack Creek Corporation

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004572 FRAME: 0620**

TRADEMARK	REG./APPL. #	OWNER
STEAKHOUSE CLASSIC	3,011,371	Skippack Creek Corporation
FRESH THOUGHTS	3,054,762	Swift Brands Company
SWIFT LA HERENCIA	3,064,465	Swift Brands Company
SWIFT LA HERENCIA	3,064,466	Swift Brands Company
LA HERENCIA	3,064,467	Swift Brands Company
LA HERENCIA	3,064,467	Swift Brands Company
SWIFT PREMIUM CRISP N' SERVE & Design	3,091,496	Swift Brands Company
AUTHENTIC MEXICAN MEATS IN MINUTES	3,130,797	Swift Brands Company
FLAVOR STARTER	3,178,596	Swift Brands Company
EST. 1855 BRAND CERTIFIED G. F SWIFT	3,188,265	Swift Brands Company
S & DESIGN	3,216,531	Swift Brands Company
CASE READY REDI	3,240,690	Swift Brands Company
EST. 1855 PRIME BRAND G. F SWIFT	3,248,553	Swift Brands Company
SPARED RIBS	3,308,646	Skippack Creek Corporation
CLEAR RIVER FARMS	3,386,022	Skippack Creek Corporation
CLEAR RIVER FARMS	3,386,023	Skippack Creek Corporation
SPRING CROSSING CATTLE CO.	3,393,429	Swift Brands Company
SWIFT ANGUS SELECT	3,393,451	Swift Brands Company
PORK IQ	3,518,277	Swift Brands Company
SWIFT SWIFT PREMIUM BLACK ANGUS BEEF USDA CHOICE BEEF KEEP REFRIGERATED & Design	3,526,780	Swift Brands Company
STEAKHOUSE RECIPE	3,555,179	Skippack Creek Corporation
JBS	3,555,182	Swift Brands Company
STEAKHOUSE CLASSIC	3,568,229	Skippack Creek Corporation
TEXAS HOLD'EMS	3,713,407	Skippack Creek Corporation
RITEBITE	3,716,973	Skippack Creek Corporation
CHOICE GRILLERS	3,720,272	Skippack Creek Corporation
SPARE THE RIBS	3,725,958	Skippack Creek Corporation
BLACK ANGUS BEEF STEAKHOUSE CLASSIC USDA CHOICE BLACK ANGUS BEEF	3,789,366	Skippack Creek Corporation
AMERICAN RESERVE GUARNATEED TENDER	3,822,925	Skippack Creek Corporation
CLEAR RIVER FARMS	3,865,356	Skippack Creek Corporation
STEAKHOUSE PROVISION COMPANY	77/295,381	Skippack Creek Corporation
JBS	77/301,064	Swift Brands Company
STEAKHOUSE RECIPE	77/342,693	Skippack Creek Corporation
A COMMITMENT TO QUALITY	77/384,578	Swift Brands Company
JBS PACKERLAND	77/555,202	Swift Brands Company
JBS PACKERLAND	77/555,260	Swift Brands Company
JBS	77/555,279	Swift Brands Company
5 STAR RESERVE	77/678,894	Skippack Creek Corporation
SIRLOINER	77/796,843	Skippack Creek Corporation
NATIVE AMERICAN RESERVE	77/857,641	Skippack Creek Corporation
NAKED ANGUS	78/868,173	Swift Brands Company
NAKED ANGUS	78/868,207	Swift Brands Company
THE GENETICALLY VERIFIED BLACK ANGUS BEEF	85/088,003	Swift Brands Company
LA HERENCIA	85/105,823	Swift Brands Company
SIRLOINER	965,208	Skippack Creek Corporation

Trademark Security Agreement