Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex p. 6/30/20	00\$	U.S. DEPARTMENT OF C United States Patent and Trade	
	**************************************	FORM COVER SHEET	
Table disease of the trip of		ARKS ONLY	
Name of conveying party(i	'atent and Trademark Office: Ple les)/Execution Date(s):	ase record the attached documents or the new address(es) to 2. Name and address of receiving party(les)	elow.
	NDS COMPANY	Additional names, addresses, or citizenship attached?	Yes
		Name: Bank of America, N.A., as Administrative Agent	No No
☐ Individual(s)	□Association	Internal Address:	
☐General Partnership	☐Limited Partnership	Street Address: 20975 Swenson Drive	
⊠Corporation-State		City: Waukesha	
☐Limited Liability Company			
Citizenship: <u>DE</u>		State: WI	
Execution Date(s) August 15, 2	·	Country: USA Zip: 053186	
Additional names of conveying	parties attached? ⊠yes ☐ No		
		Association Citizenship: <u>USA</u>	
3. Nature of conveyance:	•	General Partnership Citizenship:	
☐ Assignment	☐ Merger	Limited Partnership Citizenship:	
Security Agreement	☐ Change of Name	Corporation Citizenship:	
☐ Other	•	Other Citizenship:	
		If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No	
4. Application number(s) or r	registration number(s) and idea	(Designations must be a separate document from assignmentification or description of the Trademark.	nent)
A. Trademark Application No.(s	s) See Attached Schedule A	B. Trademark Registration No.(s) See Attached Schedule	. A
1987 AND 1980 1980 1980 1980 1980 1980 1980 1980		Additional sheet(s) attached?	□No
		if Application or Registration Number is unknown)	
5. Name address of party to v concerning document should Name: <u>Susan O'Brien</u>	whom correspondence d be mailed:	Total number of applications and registrations involved: 43	
Internal Address: <u>CT Lien Solu</u>	tions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1090 Authorized to be charged by credit card	
Street Address: <u>187 Wolf Road, Suite 101</u>		☐ Authorized to be charged to deposit account	
City: <u>Albany</u>		Enclosed 8. Payment Information:	
State: <u>NY</u>	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 07+	4
Phone Number: <u>800-342-3676</u>		Expiration Date	` ≒_
Fax Number: <u>800-962-7049</u>		b. Deposit Account Number	
Email Address: cls dosaibenyo	Dwolterskluwer.com	Authorized User Name:	
9. Signature:	Signature	August 18, 201.	
	Joanne BL Arnold	Total number of pages including sheet, attachments, and docume	cover nt: 6
Nan-	Name of Person Signing		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Additional names of conveying parties:

Skippack Creek Corporation, a Delaware corporation

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Schedule A

Trademark	in an exercise in this also	
Design Only XIT	802,352	Swift Brands Company
	2,279,182	Swift Brands Company
PREMIUM GOLD ANGUS BEEF	2,908,099	Skippack Creek Corporation
RANCHER'S PREMIUM FED	2,958,525	Swift Brands Company
PREMIUM GOLD ANGUS BEEF	3.684,800	Skippack Creek Corporation
LIBERTY BELL	4,070,444	Swift Brands Company
1855 G F. SWIFT	4.070,684	Swift Brands Company
MOYER	4,101,509	Swift Brands Company
ASPEN RIDGE	4,126,640	Swift Brands Company
MULTI CHECK SWIFT	4,131,411	Swift Brands Company
CHEF'S EXCLUSIVE	4,222,025	Swift Brands Company
SWIFT BLACK ANGUS EST, 1855	4,284,071	Swift Brands Company
SWIFT BLACK ANGUS EST. 1855	4,286,915	Swift Brands Company
CE CHEF'S EXCLUSIVE	4.293,454	Swift Brands Company
5 STAR	4,293,455	Skinnask Coash Coast
BEEF WORTH CELEBRATING	4.295.762	Skippack Creek Corporation
5 STAR	4.327.096	Swift Brands Company
BLUE RIBBON BEEF	4,348,151	Skippack Creek Corporation
BLUE RIBBON ANGUS BEEF	4,351,665	Swift Brands Company
ASPEN RIDGE NATURAL BEEF	4,392,182	Swift Brands Company
FIVE RIVERS CATTLE FEEDING	4,392,182	Swift Brands Company
FIVE RIVERS		Swift Brands Company
SWIFT	4,392,295	Swift Brands Company
MOYER	4,392,320	Swift Brands Company
	4,392,383	Swift Brands Company
IBERTY BELL	4.392,384	Swift Brands Company
PACKERLAND	4,399,698	Skippack Creek Corporation
BS FIVE RIVERS BS	4,399,705	Swift Brands Company
	4.399,735	Swift Brands Company
NOTABLY TENDER. SIMPLY DELICIOUS.	4,412,070	Skippack Creek Corporation
P PACKERLAND	4,414,918	Skippack Creek Corporation
HISTORICALLY FINE ANGUS BEEF	4,424,537	Swift Brands Company
RIZE WINNING BEEF WITH A	4.429,783	Swift Brands Company
RADITION		
HOWCASE PREMIUM USA BEEF	4.435,301	Skippack Creek Corporation
HOWCASE PREMIUM GROUND BEEF	4.435,302	Skippack Creek Corporation
HOWCASE PREMIUM USA BEEF	4,435,303	Skippack Creek Corporation
WIFT. LA HERENCIA	4,440,371	Swift Brands Company
WIFT LA HERENCIA	4,467,241	Swift Brands Company
STAR RESERVE	4,492,585	Skippack Creck Corporation
STAR RESERVE	4,492,586	Skippack Creck Corporation
STAR RESERVE	4,522,481	Skippack Creek Corporation
ONE STAR LEGACY	4,557,583	Swift Brands Company
EDAR RIVER FARMS NATURAL BEEF	85/863,444	Skippack Creek Corporation
IG TEXAS FLAVOR IN EVERY BITE	86/158,560	Swift Brands Company

SHORT-FORM TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>") dated August 15, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "<u>Grantors</u>") in favor of BANK OF AMERICA, N.A., as administrative agent (the "<u>Administrative Agent</u>") for the several banks and other financial institutions or entities (the "<u>Lenders</u>") 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 "U.S. Borrower"), JBS AUSTRALIA PTY LIMITED, the other Loan Parties, the Lenders and the Administrative Agent have entered into a Third Amended and Restated Revolving Syndicated Facility, dated as of the date hereof (as amended, amended and restated, refinanced, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and the other Grantors have entered into an Amended and Restated Security Agreement (Other Collateral), dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement (Other Collateral)") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, under the terms of the Security Agreement (Other Collateral), 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 I. 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 "Trademark 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 of Patents and Trademarks and any other applicable officer record this Trademark Security Agreement

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and recognize Administrative Agent's security interest in and to the Trademark Collateral for the ratable benefit of the Secured Parties.

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 Grantors 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 ratable benefit of the Secured Parties, pursuant to the Security Agreement (Other Collateral). 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 Trademark Collateral are more fully set forth in the Security Agreement (Other Collateral), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Security Agreement (Other Collateral) (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 Security Agreement (Other Collateral) and this Trademark Security Agreement, the terms of the Security Agreement (Other Collateral) shall control.

SECTION 5. <u>Termination</u>. This Trademark Security Agreement shall terminate concurrently with the termination of the Security Agreement (Other Collateral) 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]

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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, as Grantor

Name: Kiersten Sommers

Title: Secretary

SKIPPACK CREEK CORPORATION, as Grantor

Name: Kiersten Sommers

Keensten Sommers

Title: Secretary

[Signature Page to Short Form Trademark Agreement]

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RECORDED: 10/30/2014