



Schedule A  
to  
ASSIGNMENT OF TRADEMARK SECURITY INTEREST

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
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
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

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**TRADEMARK**  
**REEL: 005417 FRAME: 0430**

TRADEMARK	REG./APPL. #	OWNER
SUN LAND	3,006,788	Skippack Creek Corporation
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 RED1	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

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This ASSIGNMENT OF TRADEMARK SECURITY INTEREST (this "Assignment") dated August 15, 2014, is made by the parties set forth on the signature pages hereof.

WHEREAS, JBS USA, LLC (the "U.S. Borrower"), JBS AUSTRALIA PTY LIMITED, the other Loan Parties, the several banks and other financial institutions or entities (the "Lenders") and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Assignor") for the Lenders entered into a Second Amended and Restated Revolving Syndicated Facility, dated as of June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower, SWIFT BRANDS COMPANY and SKIPPACK CREEK CORPORATION (collectively, the "Grantors") and certain affiliates of the Grantors entered into the Security Agreement (Other Collateral) dated June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement (Other Collateral)") in favor of the Assignor for the ratable benefit of the Secured Parties, pursuant to which the Grantors granted to Assignor a security interest in, among other property, certain trademarks and trademark applications of the Grantors;

WHEREAS, under the terms of the Existing Security Agreement (Other Collateral), the Grantors entered into the Short-Form Trademark Security Agreement dated June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), and recorded on July 1, 2011 with the United States Patent and Trademark Office at Reel 4574 and Frame 0066 (together with the Existing Security Agreement (Other Collateral), the "Existing Security Agreements"), pursuant to which the Grantors granted to Assignor for the ratable benefit of the Secured Parties a security interest in all of Grantors' 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;

WHEREAS, Assignor and BANK OF AMERICA, N.A., in its capacity as successor Administrative Agent (in such capacity, "Assignee") and the other parties thereto have entered into the Resignation and Appointment of Successor Agent and Australian Successor Agent Agreement, dated as of the date hereof (the "Substitution Agreement"), whereby Assignor transferred to Assignee all rights under the Existing Security Agreements;

WHEREAS, Assignor wishes to confirm its transfer of rights under the Existing Security Agreements to Assignee, and Assignee wishes to obtain from Assignor, all Assignor's rights under the Existing Security Agreements, including the secured rights in the Trademark Collateral; and

WHEREAS, Grantors, certain affiliates of Grantors and Assignee have entered into the Amended and Restated Security Agreement (Other Collateral), dated as of the date hereof, pursuant to which the Grantors have reaffirmed their grant to Assignee, as successor Administrative Agent, of a continuing security interest in, among other collateral, the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee. Assignor's entire right, title and interest in, to and under the Existing Security Agreements and to Assignor's security interest in and to the Trademark Collateral, including but not limited to the trademark registrations and trademark applications on Schedule A, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter.

SECTION 2. Recordation. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable officer record Assignee as the transferee of the Existing Security Agreements and the security interest in and to the Trademark Collateral, and to recognize the same.

SECTION 3. Execution in Counterparts. This Assignment 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 Assignment by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Assignment.

SECTION 4. Miscellaneous. This Assignment has been executed and delivered by the Grantor for the purpose of recording the assignment of its security interest with the U.S. Patent and Trademark Office. This Assignment is made in accordance with and subject to the Substitution Agreement. In the event of any inconsistency between the terms and conditions of the Substitution Agreement and this Assignment, the terms of the Substitution Agreement shall control.

SECTION 5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York.

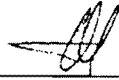
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment by its officer thereunto duly authorized as of the date first above written.

Assignor hereby instructs the Commissioner of Patents and Trademarks to assign its interest in the Trademark Collateral to Assignee pursuant to, and in accordance with, this Assignment and the Substitution Agreement.

JPMORGAN CHASE BANK, N.A., a U.S. bank  
national association,  
as Assignor

By:



Name: Odette Smalley  
Title: Vice President

BANK OF AMERICA, N.A., a U.S. bank national  
association,  
as Administrative Agent and  
as Assignee

By:

Name:  
Title:

[Signature Page to Assignment of Trademarks]

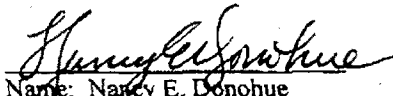
IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment by its officer thereunto duly authorized as of the date first above written.

Assignor hereby instructs the Commissioner of Patents and Trademarks to assign its interest in the Trademark Collateral to Assignee pursuant to, and in accordance with, this Assignment and the Substitution Agreement.

JPMORGAN CHASE BANK, N.A., a U.S. bank  
national association,  
as Assignor

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

BANK OF AMERICA, N.A., a U.S. bank national  
association,  
as Administrative Agent and  
as Assignee

By:   
Name: Nancy E. Donohue  
Title: Senior Vice President

[Signature Page to Assignment of Trademarks]

Acknowledged and Agreed:

SWIFT BRANDS COMPANY,  
as Grantor

By: Kiersten Sommers  
Name: Kiersten Sommers  
Title: Secretary

SKIPPACK CREEK CORPORATION,  
as Grantor

By: Kiersten Sommers  
Name: Kiersten Sommers  
Title: Secretary

[Signature Page to Assignment of Trademarks]