

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift Brands Company, as Grantor		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1111 Fannin Street		
Internal Address:	Floor 10		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1841430	FAIRVIEW FARMS	
Registration Number:	3545404	GOODNATURE	
Registration Number:	4528287	GOODNATURE	
Registration Number:	3393152	STONESIDE	
Registration Number:	1818629	TENDER CHOICE	
Registration Number:	3026655	TENDER CHOICE	
Registration Number:	4265732	TENDER PRIDE	
Registration Number:	3812000	TENDER SURE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Theresa Tran/White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	6355083-0042-T194		

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NAME OF SUBMITTER:	Theresa Tran
SIGNATURE:	/Theresa Tran/
DATE SIGNED:	11/03/2015
Total Attachments: 4 source=JBS - Trademark Security Agreement (Term Loan) executed#page1.tif source=JBS - Trademark Security Agreement (Term Loan) executed#page2.tif source=JBS - Trademark Security Agreement (Term Loan) executed#page3.tif source=JBS - Trademark Security Agreement (Term Loan) executed#page4.tif	

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 October 30, 2015, is made by the Person listed on the signature page hereof (the "Grantor") 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the 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. The 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. The 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]

SCHEDULE A

No.	Title	Owner	App. No.	App. Date	Reg. No.	Reg. Date
1.	Fairview Farms	Swift Brands Company	74/229,420	10-Dec-91	1841430	21-Jun-94
2.	GoodNature	Swift Brands Company	78/946,112	7-Aug-06	3545404	9-Dec-08
3.	goodnature & Design	Swift Brands Company	85/950,951	5-Jun-13	4528287	13-May-14
4.	StoneSide	Swift Brands Company	78/793,523	18-Jan-06	3393152	4-Mar-08
5.	Tender Choice	Swift Brands Company	74/322,389	14-Oct-92	1818629	25-Jan-94
6.	Tender Choice (Stylized)	Swift Brands Company	78/353,994	20-Jan-04	3026655	13-Dec-05
7.	Tender Pride	Swift Brands Company	85/544,150	16-Feb-12	4265732	25-Dec-12
8.	Tender Sure	Swift Brands Company	77/747,982	29-May-09	3812000	29-Jun-10

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

By Kiersten Sommers
Name: Kiersten Sommers
Title: Secretary

[Signature Page to Short Form Trademark Security Agreement (Term Loan)]