

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419105

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JFC LLC		03/09/2017	Limited Liability Company: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	New York State Licensed Branch of a Dutch Banking Cooperative: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1907507	GOLD'N PLUMP PREMIUM SELECTS	
<b>Registration Number:</b>	4956168	COOPER	
<b>Registration Number:</b>	4656756	GOLD'N PLUMP	
<b>Registration Number:</b>	4601768	GNP COMPANY	
<b>Registration Number:</b>	4601774	GNP COMPANY	
<b>Registration Number:</b>	3515381	GOLD'N PLUMP	
<b>Registration Number:</b>	1188821	GOLD 'N PLUMP	
<b>Registration Number:</b>	1506178	GOLD'N PLUMP	
<b>Registration Number:</b>	4894100	GOLD'N PLUMP	
<b>Registration Number:</b>	2175760	GOLD'N PLUMP MARINADES	
<b>Registration Number:</b>	4654957	GOOD CHICKEN IS OUR MISSION	
<b>Registration Number:</b>	4232324	GROW'N UP GOLD'N	
<b>Registration Number:</b>	4118687	JUST BARE	
<b>Registration Number:</b>	3655877	JUST BARE	
<b>Registration Number:</b>	4773342	JUST DISH	
<b>Registration Number:</b>	3821488	SUNNY ROOST	
<b>Registration Number:</b>	4656916	THE MOM SQUAD	

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Property Type	Number	Word Mark
Registration Number:	4536009	THE MOM SQUAD
Registration Number:	4809741	RAISING GOODNESS
Registration Number:	5011205	THE GOOD PLATE
Serial Number:	86946977	GOLD'N PLUMP SHAKERS
Serial Number:	87192138	GOLD'N PLUMP SHAKERS
Serial Number:	86946989	SHAKERS
Serial Number:	87059340	SHOW US YOUR SHAKE
Serial Number:	87176679	SHAKE IT TO MAKE IT
Serial Number:	87176829	YOU'VE GOT TO SHAKE IT TO MAKE IT

#### CORRESPONDENCE DATA

Fax Number: 6785532602

*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.*

Phone: 6785532601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	123235.010900
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	03/09/2017

#### Total Attachments: 8

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**TRADEMARK SECURITY AGREEMENT**  
**(U.S. Security Agreement)**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 9, 2017 (this "Agreement"), is between JFC LLC, a Minnesota limited liability company (the "Assignor"), in favor of COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH (the "Assignee"), in its capacity as administrative agent for the Secured Parties.

PRELIMINARY STATEMENT

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of February 11, 2015 (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement), among Pilgrim's Pride Corporation, a Delaware corporation, To-Ricos, Ltd., a Bermuda company, and To-Ricos Distribution, Ltd., a Bermuda company (collectively, the "Borrowers"), the other Loan Parties party thereto, the Lender Parties party thereto and the Assignee, as administrative agent for the Lenders, the Lender Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Assignor holds all right, title and interest in and to the trademarks, trademark applications and trademark licenses listed on Annex I attached hereto, which trademarks, trademark applications and trademark licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, the Assignor, has entered into that certain Supplement No. 1 to the U.S. Pledge and Security Agreement, dated as of March 9, 2017 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under (a) all trademarks (including service marks), trade names, trade dress and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (e) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

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

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Secured Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated, amended and restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Trademarks and to delete any reference to any Trademarks in which the Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.


(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

**JFC LLC, as Assignor**

By:   
Name: Fabio Sandri  
Title: Chief Financial Officer

**COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Assignee**

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

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

IN WITNESS WHEREOF, each Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

**JFC LLC, as Assignor**

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

**COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH, as Assignee**

By:  \_\_\_\_\_  
Name:  
Title: Naoko Kojima  
Executive Director

By:  \_\_\_\_\_  
Name:  
Title: Eric Hurshman  
Managing Director


ANNEX I  
to  
Trademark Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
JFC LLC	GOLD'N PLUMP PREMIUM SELECTS	07/25/95	1,907,507	USA
JFC LLC	COOPER	5/10/16	4,956,168	USA
JFC LLC		12/16/14	4,656,756	USA
JFC LLC	GNP COMPANY	09/09/14	4,601,768	USA
JFC LLC		09/09/14	4,601,774	USA
JFC LLC	GOLD'N PLUMP	10/14/08	3,515,381	USA
JFC LLC	GOLD'N PLUMP	02/02/82	1,188,821	USA
JFC LLC		09/27/88	1,506,178	USA
JFC LLC		02/02/2016	4,894,100	USA
JFC LLC	GOLD'N PLUMP MARINADES	07/21/98	2,175,760	USA
JFC LLC	GOOD CHICKEN IS OUR MISSION	12/16/14	4,654,957	USA
JFC LLC	GROW'N UP GOLD'N	10/30/12	4,232,324	USA
JFC LLC	JUST BARE	03/27/12	4,118,687	USA
JFC LLC		07/14/09	3,655,877	USA
JFC LLC	JUST DISH	07/14/15	4,773,342	USA
JFC LLC	SUNNY ROOST	07/20/10	3,821,488	USA
JFC LLC	THE MOM SQUAD	12/16/14	4,656,916	USA

JFC LLC		05/27/14	4,536,009	USA
JFC LLC	RAISING GOODNESS	09/08/15	4,809,741	USA
JFC LLC	THE GOOD PLATE	08/2/2016	5011205	USA
JFC LLC	Gold'n Plump Farms	06/19/13	20131442321	WI
JFC LLC	GNP COMPANY	09/05/11	302024252	Hong Kong
JFC LLC	GOLD'N PLUMP	09/05/11	302024243	Hong Kong
JFC LLC	Just <b>BARE</b> 	09/05/11	302024234	Hong Kong
JFC LLC	SUNNY ROOST	09/05/11	302024216	Hong Kong
JFC LLC	GOLD'N PLUMP & Design	06/25/14	302811014	Hong Kong
JFC LLC	GNP COMPANY	01/14/13	450043124	Korea
JFC LLC	GOLD'N PLUMP	01/14/13	400948704	Korea
JFC LLC	Just <b>BARE</b> 	01/14/13	400948744	Korea
JFC LLC	SUNNY ROOST	01/14/13	400948751	Korea
JFC LLC	GNP COMPANY	08/25/11	201121053	S. Africa
JFC LLC	GOLD'N PLUMP	08/25/11	201121056	S. Africa
JFC LLC	Just <b>BARE</b> 	08/25/11	201121057	S. Africa
JFC LLC	SUNNY ROOST	08/25/11	201121058	S. Africa
JFC LLC	GNP COMPANY	09/01/13	1598103	Taiwan
JFC LLC	GOLD'N PLUMP	07/01/12	1525389	Taiwan
JFC LLC	Just <b>BARE</b> 	06/01/12	1520126	Taiwan
JFC LLC	SUNNY ROOST	06/01/12	1520127	Taiwan
JFC LLC	GOLD'N PLUMP & Design	08/16/14	1660124	Taiwan
JFC LLC	GNP COMPANY	04/25/14	223558	Vietnam
JFC LLC	GOLD'N PLUMP	06/21/13	207953	Vietnam
JFC LLC	Just <b>BARE</b> 	06/19/13	207895	Vietnam
JFC LLC	SUNNY ROOST	06/19/13	207896	Vietnam

#### TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number	Jurisdiction
JFC LLC	GOLD'N PLUMP SHAKERS	03/21/16	86/946977	USA
JFC LLC	 SHAKERS	10/04/16	87/192138	USA



JFC LLC	SHAKERS	03/21/16	86/946989	USA
JFC LLC	SHOW US YOUR SHAKE	06/30/16	87/059340	USA
JFC LLC	SHAKE IT TO MAKE IT	09/20/16	87/176679	USA
JFC LLC	YOU'VE GOT TO SHAKE IT TO MAKE IT	09/20/16	87/176829	USA

TRADEMARK LICENSES

TRADEMARKS

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TRADEMARK APPLICATIONS

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TRADEMARK LICENSES

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