

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JBS Food Canada ULC		03/15/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Swift Brands Company		
Street Address:	1770 Promontory Circle		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80634		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87107457	NORTHERN GOLD PREMIUM CANADIAN BEEF	
CORRESPONDENCE DATA			
Fax Number:	9702329927		
<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>			
Phone:	970-225-6700		
Email:	kcollins@cp2law.com		
Correspondent Name:	KAY L COLLINS		
Address Line 1:	103 W. MOUNTAIN AVE, SUITE 200		
Address Line 4:	Fort Collins, COLORADO 80524		
NAME OF SUBMITTER:	Kay L. Collins		
SIGNATURE:	/Kay L. Collins/		
DATE SIGNED:	03/24/2017		
Total Attachments: 4			
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OP \$40.00 87107457

Trademark Assignment

This Trademark Assignment (this "Assignment") is made as of March 15, 2017 (the "Effective Date"), by and between JBS Food Canada ULC, 5101 11 St SE, Calgary Alberta T2H1M7, Canada ("Assignor") and Swift Brands Company, 1770 Promontory Circle, Greeley, Colorado, USA ("Assignee"), (each Party collectively the "Parties").

PRELIMINARY STATEMENTS

A. The Assignor owns any and all rights in and to certain trademarks and/or service marks identified in Schedule A and the applications and registrations therefor shown in the said Schedule A (the "Trademarks"); and

B. The Assignee wishes to acquire from the Assignor, and the Assignor wishes to assign to the Assignee, all of the Assignor's rights, title, and interest in and to the Trademarks, and the good will associated therewith.

C. The Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Assignment of the Trademarks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees to assign, transfer and convey, and hereby assigns, transfers and conveys, to the Assignor all rights, title and interest in and to the Trademarks, any other registration and application for the Trademarks, and any common law rights in and to the Trademarks, existing anywhere in the world and under any law, together with all of the good will of the business symbolized by the Trademarks, and together with all rights to recover for damages and profits and all other rights and remedies for infringement of the Trademarks, whether past, present or future infringement. The Trademarks are being assigned as part of Assignor's business or portion thereof to which the Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060. As of the Effective Date, the Assignee shall own, and be the sole owner of, all of the rights, title and interest in and to the Trademarks.

2. **Further Assurance.** The Assignor from time to time hereafter and without further consideration, upon reasonable request of the Assignee, covenants and agrees to execute and deliver all such other and additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more effectively grant, convey, and assign all of the Assignor's rights, title and interest in and to the Trademarks to the Assignee and facilitate the recognition of the transferred ownership of such rights, title and interest in the Assignee by all third parties and applicable governmental agencies and authorities.

3. **Entire Agreement; Modification; Waiver.** This Assignment constitutes a complete and exclusive statement of the terms of the assignment and agreement between the Parties with respect to its subject matter. This Assignment may not be amended except by a written document executed by the Parties. A waiver of any term, condition or provision in this Assignment by either Party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed

as a waiver of any other provision of this Assignment. This Agreement may be executed in counterparts, each of which shall be an original as against the party who signed it and both of which shall constitute one and the same document. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

4. **Severability.** If a court of competent jurisdiction holds any provision of this Assignment invalid or unenforceable, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to conflicts of laws principles that would require the application of the law of any other jurisdiction.

The Parties have executed this Agreement effective the date indicated in the first sentence.

JBS Food Canada ULC

By: David Colwell
David Colwell
President and CEO

Date: 3-17-2017

Swift Brands Company

By: Nicholas White
Nicholas White
General Counsel

Date: 3/22/2017

NOTARY ACKNOWLEDGEMENT

JBS Food Canada ULC

CANADA)
) ss.
PROVINCE OF ALBERTA)

SUBSCRIBED AND SWORN to before me in the City of Calgary, in the Province of Alberta,
by David Colwell, this 17 day of March, 2017.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public
by the City of Calgary, in the Province of Alberta.

Notary Public

Jay Rudder

My Commission Expires: 2019/12/31

A Notary Public in and
for the Province of Alberta
Jay Rudder - Expiry: 12/31/2019
No legal advice sought or given

Jay Rudder, Notary Public
269 Douglas Park Blvd S.E.
Calgary, Alberta T2Z 2R2
403-389-7997 Expiry: 12/31/2019

Swift Brands Company

UNITED STATES OF AMERICA)
STATE OF COLORADO) ss.
COUNTY OF WELD)

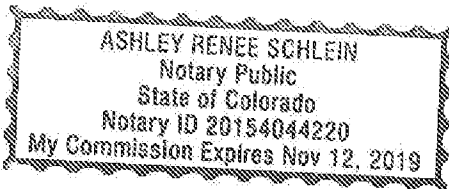
SUBSCRIBED AND SWORN to before me in the County of Weld, State of Colorado, United
States of America, by Nicholas White, this 22 day of March, 2017.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public
by the State of Colorado.

Notary Public

Ashley Renee Schlein

My Commission Expires: November 12, 2019



SCHEDULE A
TRADEMARKS

NORTHERN GOLD & Design United States Trademark Application No. 87107457

NORTHERN GOLD & Design Canadian Trademark Application No. 1764437

NORTHERN GOLD & Design Hong Kong Trademark Application No. 303842856

NORTHERN GOLD & Design Taiwanese Trademark Application No. 105053008

NORTHERN GOLD & Design Japanese Trademark Application No. 2016-077759