

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift Brands Company		01/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JBS Five Rivers Cattle Feeding, LLC		
Street Address:	1770 Promontory Circle		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80634		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4392295	FIVE RIVERS	
Registration Number:	4392294	FIVE RIVERS CATTLE FEEDING	
Registration Number:	2279182	XIT	
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:	9702256700		
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		
ATTORNEY DOCKET NUMBER:	10151101		
NAME OF SUBMITTER:	Kay L. Collins		
SIGNATURE:	/Kay L. Collins/		
DATE SIGNED:	01/10/2018		
Total Attachments: 2			
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Trademark Assignment

This Trademark Assignment (this "Assignment") is made as of December 20, 2017 (the "Effective Date"), by and between Swift Brands Company, a Delaware Corporation, 1770 Promontory Circle, Greeley, Colorado 80634 ("Assignor") and JBS Five Rivers Cattle Feeding, LLC, a Delaware Limited Liability Company, 1770 Promontory Circle, Greeley, Colorado 80634 ("Assignee").

PRELIMINARY STATEMENTS

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

FIVE RIVERS	U.S. Registration No. 4392295
FIVE RIVERS & Design	U.S. Registration No. 4392294
FIVE RIVERS	Canadian Registration No. TMA860296
FIVE RIVERS & Design	Canadian Registration No. TMA860294
XIT	U.S. Registration No. 2279182

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 hereby assigns, transfers and conveys, to the Assignor all rights, title and interest in and to the Trademarks, any other registrations and applications for the Trademarks, and any common law rights in and to the Trademarks, 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. 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. **XIT Trademark for Meat Products.** The parties acknowledge that the Assignor also owns trademark rights in the XIT trademark for meat and beef products, including pending U.S. Trademark Application No. 87351282. The parties agree that the Assignor will maintain its trademark rights in the XIT trademark for meat and beef products and such rights are not included in this Assignment.

3. **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.

4. **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, 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. 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.

5. **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.

6. **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 on the 2 day of January, 2018, effective the date indicated in the first sentence.

SWIFT BRANDS COMPANY

A Delaware Corporation

By:  _____

Nicholas White
General Counsel

JBS FIVE RIVERS CATTLE FEEDING, LLC

A Delaware Limited Liability Company

By:  _____

Mike Thoren, Manager