

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467851

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SHORT-FORM TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PLUMROSE USA, INC.		03/26/2018	Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BARCLAYS BANK PLC		
<b>Street Address:</b>	745 7th Avenue		
<b>Internal Address:</b>	24th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2969621	DAK	
<b>Registration Number:</b>	1285412	DAK	
<b>Registration Number:</b>	797345	PLUMROSE	
<b>Registration Number:</b>	2949648	DANOLA	
<b>Registration Number:</b>	3922636	SUNHILL FOOD	
<b>Registration Number:</b>	1208726	PLUMROSE	
<b>Registration Number:</b>	4003154	PLUMROSE PREMIUM QUALITY USA	
<b>Registration Number:</b>	1198116		
<b>Registration Number:</b>	1005086		
<b>Registration Number:</b>	3922637	SUNHILL FOOD	
<b>Registration Number:</b>	2025238	DANOLA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>TRADEMARK</b>			

OP \$290.00 2969621

**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F176285

**NAME OF SUBMITTER:** Sonya Jackman

**SIGNATURE:** /Sonya Jackman/

**DATE SIGNED:** 03/30/2018

**Total Attachments: 5**

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source=JBS - Term Loan - Trademark Security Agreement (Plumrose)#page3.tif  
source=JBS - Term Loan - Trademark Security Agreement (Plumrose)#page4.tif  
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## SHORT-FORM 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 March 26, 2018 is made by the Person listed on the signature page hereof (the "Grantor") in favor of BARCLAYS BANK PLC, 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 Lux S.A. (f/k/a JBS USA, LLC) a société anonyme organized under the laws of Luxembourg (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 (as defined in the Guarantee and Collateral Agreement) 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 (as defined in the Guarantee and Collateral Agreement) 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 (as defined in the Guarantee and Collateral Agreement), 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.

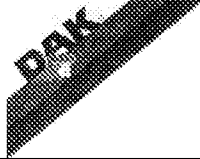

[Signature Page Follows]



IN WITNESS WHEREOF, the 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.

PLUMROSE USA, INC.,  
as Grantor

By   
Name: Denilson Molina  
Title: Chief Financial Officer

Trademarks Registered by the Grantor:

Case Ref.	Country	Mark	Device (if any)	Registration No.
TM8206MX00	Mexico	DAK <w>		386283
TM8206US00	USA	DAK <w>		2969621
TM8210US00	USA	Dak <f>		1285412
TM8219CA00	Canada	PLUMROSE <w>		TMA122260
TM8219MX02	Mexico	PLUMROSE <w>		382764
TM8219MX05	Mexico	PLUMROSE <w>		382764
TM8219MX29	Mexico	PLUMROSE <w>		382764
TM8219MX30	Mexico	PLUMROSE <w>		382764
TM8219MX31	Mexico	PLUMROSE <w>		382764
TM8219MX32	Mexico	PLUMROSE <w>		382764
TM8219US00	USA	PLUMROSE <w>		797345
	USA	DANOLA		2949648
TM8266CA00	Canada	DANOLA <w>		TMA302629
TM8266MX00	Mexico	DANOLA <w>		519210
TM8277US00	USA	SUNHILL FOOD <w>		3922636
TM8284US00	USA	Plumrose <f>		1208726

TM8286CA00	Canada	Plumrose Premium Quality USA new logo <f>		TMA836633
TM8286US00	USA	Plumrose Premium Quality USA new logo <f>		4003154
TM8288CA00	Canada	Viking <f>		TMA836634
TM8289US00	USA	Viking <f>		1198116
	USA	Design Only		1005086
TM8297US00	USA	Sunhill Food <f>		3922637
TM8338CA00	Canada	Plumrose Premiun Quality USA <f>		TMA838007
TM8685US00	USA	Danola <f>		2025238