

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493774

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/12/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SWIFT BRANDS COMPANY
Street Address:	1770 Promontory Circle
City:	Greeley
State/Country:	COLORADO
Postal Code:	80634
Entity Type:	Corporation: DELAWARE
Name:	SKIPPACK CREEK CORPORATION
Street Address:	1770 Promontory Circle
City:	Greeley
State/Country:	COLORADO
Postal Code:	80634
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	0802352	
Registration Number:	2279182	XIT
Registration Number:	2908099	PREMIUM GOLD ANGUS BEEF
Registration Number:	2958525	RANCHER'S PREMIUM FED
Registration Number:	3684800	PREMIUM GOLD ANGUS BEEF
Registration Number:	4070444	LIBERTY BELL
Registration Number:	4070684	1855 G F. SWIFT
Registration Number:	4101509	MOYER
Registration Number:	4126640	ASPEN RIDGE
Registration Number:	4131411	MULTI CHECK SWIFT
Registration Number:	4222025	CHEF'S EXCLUSIVE
Registration Number:	4284071	SWIFT BLACK ANGUS EST. 1855
Registration Number:	4286915	SWIFT BLACK ANGUS EST. 1855

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4293454	CE CHEF'S EXCLUSIVE
Registration Number:	4293455	5 STAR
Registration Number:	4295762	BEEF WORTH CELEBRATING
Registration Number:	4327096	5 STAR
Registration Number:	4348151	BLUE RIBBON BEEF
Registration Number:	4351665	BLUE RIBBON ANGUS BEEF
Registration Number:	4392182	ASPEN RIDGE NATURAL BEEF
Registration Number:	4392294	FIVE RIVERS CATTLE FEEDING
Registration Number:	4392295	FIVE RIVERS
Registration Number:	4392320	SWIFT
Registration Number:	4392383	MOYER
Registration Number:	4392384	LIBERTY BELL
Registration Number:	4399698	PACKERLAND
Registration Number:	4399705	JBS FIVE RIVERS
Registration Number:	4399735	JBS
Registration Number:	4412070	NOTABLY TENDER. SIMPLY DELICIOUS.
Registration Number:	4414918	PP PACKERLAND
Registration Number:	4424537	HISTORICALLY FINE ANGUS BEEF
Registration Number:	4429783	PRIZE WINNING BEEF WITH A TRADITION
Registration Number:	4435301	SHOWCASE PREMIUM USA BEEF
Registration Number:	4435302	SHOWCASE PREMIUM GROUND BEEF
Registration Number:	4435303	SHOWCASE PREMIUM USA BEEF
Registration Number:	4440371	SWIFT. LA HERENCIA
Registration Number:	4467241	SWIFT. LA HERENCIA
Registration Number:	4492585	5 STAR RESERVE
Registration Number:	4492586	5 STAR RESERVE
Registration Number:	4522481	5 STAR RESERVE
Registration Number:	4557583	LONE STAR LEGACY
Serial Number:	85863444	CEDAR RIVER FARMS NATURAL BEEF
Serial Number:	86158560	BIG TEXAS FLAVOR IN EVERY BITE

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532

Email: alanagramer@paulhastings.com

Correspondent Name: ALANA GRAMER

Address Line 1: C/O PAUL HASTINGS LLP

Address Line 2: 200 PARK AVENUE

TRADEMARK

REEL: 006455 FRAME: 0790

Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/

DATE SIGNED: 10/12/2018

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated effective as of October 12, 2018, is made by BANK OF AMERICA, N.A., as Administrative Agent (the "Assignor") for the several banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement referred to below, and the Person listed on the signature pages hereof (the "Assignees").

WHEREAS, JBS USA, LLC (the "U.S. Borrower"), JBS AUSTRALIA PTY LIMITED, the other Loan Parties, the Lenders and the Administrative Agent entered into a Third Amended and Restated Revolving Syndicated Facility Agreement, dated as of August 15, 2014 (as amended on June 17, 2015 and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and the other Grantors (as defined in the Security Agreement (Other Collateral)) have entered into an Amended and Restated Security Agreement (Other Collateral), dated as March 26, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement (Other Collateral)") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the terms and conditions of the Security Agreement (Other Collateral), the Assignees entered into a Short-Form Trademark Security Agreement, dated August 15, 2014 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the "Trademark Security Agreement"), pursuant to which the Assignees granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in all of the Assignees' right, title and interest in and to the following (the "Trademark Collateral"):

- (i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest was 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.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 30, 2014 at Reel 5398 Frame 0137; and

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate, release, and discharge fully its security interest in, all right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto.

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Trademark Security Agreement or Credit Agreement, as applicable, and used herein have the meaning given to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Release of Security Interest. The Assignor hereby terminates, releases and discharges fully its security interest in the Trademark Collateral, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignees. The Assignor hereby acknowledges and agrees that the Trademark Security Agreement is terminated.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignees or the Assignees' authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

SECTION 4. Further Assurances. The Assignor hereby agrees to execute and deliver to any Assignee all termination statements, releases and similar documents that such Assignee (or its respective agent or designee) shall reasonably request in order to confirm this Release and such Assignee's right, title, and interest in or to the Trademark Collateral, at such Assignee's sole cost and expense.

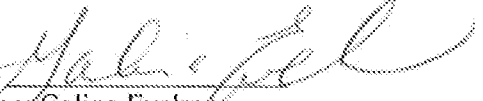
SECTION 5. Execution in Counterparts. This Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Release.

SECTION 6. Governing Law. **THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Release of Security Interest in Trademarks as of the date written above.

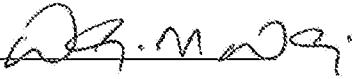
BANK OF AMERICA, N.A.,
as the Administrative Agent

By: 

Name: Galina Evelson
Title: Vice President

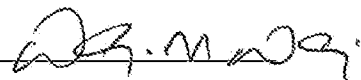
[Signature Page to Release of Security Interest in Trademarks]

SWIFT BRANDS COMPANY,
as Assignee

By: 

Name: Denilson Molina
Title: Chief Financial Officer

SKIPPACK CREEK CORPORATION,
as Assignee

By: 

Name: Denilson Molina
Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006455 FRAME: 0795

Schedule A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark	Reg. Appl. #	Owner
Design Only	802,352	Swift Brands Company
XIT	2,279,182	Swift Brands Company
PREMIUM GOLD ANGUS BEEF	2,908,099	Skippack Creek Corporation
RANCHER'S PREMIUM FED	2,958,525	Swift Brands Company
PREMIUM GOLD ANGUS BEEF	3,684,800	Skippack Creek Corporation
LIBERTY BELL	4,070,444	Swift Brands Company
1855 G.F. SWIFT	4,070,684	Swift Brands Company
MOYER	4,101,509	Swift Brands Company
ASPEN RIDGE	4,128,640	Swift Brands Company
MULTI CHECK SWIFT	4,131,411	Swift Brands Company
CHEF'S EXCLUSIVE	4,222,025	Swift Brands Company
SWIFT BLACK ANGUS EST. 1855	4,284,071	Swift Brands Company
SWIFT BLACK ANGUS EST. 1855	4,286,915	Swift Brands Company
CE CHEF'S EXCLUSIVE	4,293,454	Swift Brands Company
5 STAR	4,293,455	Skippack Creek Corporation
BEEF WORTH CELEBRATING	4,295,762	Swift Brands Company
5 STAR	4,327,096	Skippack Creek Corporation
BLUE RIBBON BEEF	4,348,151	Swift Brands Company
BLUE RIBBON ANGUS BEEF	4,351,665	Swift Brands Company
ASPEN RIDGE NATURAL BEEF	4,392,182	Swift Brands Company
FIVE RIVERS CATTLE FEEDING	4,392,294	Swift Brands Company
FIVE RIVERS	4,392,295	Swift Brands Company
SWIFT	4,392,320	Swift Brands Company
MOYER	4,392,383	Swift Brands Company
LIBERTY BELL	4,392,384	Swift Brands Company
PACKERLAND	4,399,698	Skippack Creek Corporation
FBS FIVE RIVERS	4,399,705	Swift Brands Company
FBS	4,399,735	Swift Brands Company
NOTABLY TENDER, SIMPLY DELICIOUS	4,412,070	Skippack Creek Corporation
PP PACKERLAND	4,414,918	Skippack Creek Corporation
HISTORICALLY FINE ANGUS BEEF	4,424,337	Swift Brands Company
PRIZE WINNING BEEF WITH A TRADITION	4,429,783	Swift Brands Company
SHOWCASE PREMIUM USA BEEF	4,435,301	Skippack Creek Corporation
SHOWCASE PREMIUM GROUND BEEF	4,435,302	Skippack Creek Corporation
SHOWCASE PREMIUM USA BEEF	4,435,303	Skippack Creek Corporation
SWIFT LA HERENCIA	4,440,371	Swift Brands Company
SWIFT LA HERENCIA	4,467,241	Swift Brands Company
5 STAR RESERVE	4,492,585	Skippack Creek Corporation
5 STAR RESERVE	4,492,586	Skippack Creek Corporation
5 STAR RESERVE	4,522,481	Skippack Creek Corporation
LONE STAR LEGACY	4,557,583	Swift Brands Company
CEDAR RIVER FARMS NATURAL BEEF	85/863,444	Skippack Creek Corporation
BIG TEXAS FLAVOR IN EVERY BITE	86/158,560	Swift Brands Company