

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499662

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Assignment
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coöperatieve Rabobank U.A., New York Branch, As Resigning Agent		07/20/2018	A New York State Licensed Branch Of A Dutch Banking Cooperative: NETHERLANDS

RECEIVING PARTY DATA

Name:	Cobank, ACB, As Successor Agent
Street Address:	5500 South Quebec Stree
City:	Greenwood Village
State/Country:	COLORADO
Postal Code:	80111
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	72179123	EARLY BIRD
Serial Number:	72368161	GOLD KISTGK
Serial Number:	72403433	MEDALLION
Serial Number:	73017583	GK GOLD KIST
Serial Number:	73177901	GOLD KIST
Serial Number:	73200357	CHICKEN INTERNATIONAL
Serial Number:	73376102	"YOUNG 'N TENDER"
Serial Number:	73395836	GK
Serial Number:	73490629	ELEGANT ENTREES
Serial Number:	73723575	MEDALLION
Serial Number:	73766651	BIG VALUE
Serial Number:	73812146	YOUNG 'N TENDER
Serial Number:	74054619	OVENKIST
Serial Number:	74054653	FRYERKIST
Serial Number:	74087812	MEDALLION
Serial Number:	74150548	WINNING TASTE RECIPE CONTEST
Serial Number:	74240606	RING THINGS

OP \$915.00 72179123

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	74240608	CHICKEN RING THINGS
Serial Number:	74627836	BIG VALUE
Serial Number:	74712761	GOLD KIST FARMS
Serial Number:	74736478	SAVORY RECIPES
Serial Number:	75035096	HONEYKIST
Serial Number:	75167047	EGGS PLUS
Serial Number:	75658508	GK
Serial Number:	76124758	DISH IN A DASH
Serial Number:	76548339	EARLY BIRD
Serial Number:	76595662	WINNING TASTE RECIPE CONTEST
Serial Number:	76607879	
Serial Number:	76607880	CHRIS P. CHICKEN
Serial Number:	76607881	CHRIS P. CHICKEN
Serial Number:	77543668	FOOD BEFORE FUEL
Serial Number:	78674286	THE GO-TO CHICKEN COMPANY
Serial Number:	78840866	SMART'N SAVORY
Serial Number:	78844508	FRIDGE-TO-FREEZER PAK
Serial Number:	78930544	QUICKEN EASY
Serial Number:	78943195	NATURE SELECT

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	1001031156
NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris R. Andersen/
DATE SIGNED:	11/27/2018

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT** (this "Agreement") dated as of July 20, 2018 is by and among **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH** ("Rabobank"), in its capacity as the resigning Administrative Agent and Collateral Agent (in such capacity, "Resigning Agent"), **COBANK, ACB** ("CoBank"), in its capacity as the successor Administrative Agent and Collateral Agent (in such capacity, "Successor Agent"), and the Borrowers identified on the signature pages hereto.

WHEREAS, the Resigning Agent was Administrative Agent and Collateral Agent under that certain Third Amended and Restated Credit Agreement (as amended, modified and supplemented from time to time, the "Credit Agreement") dated as of May 8, 2017 and entered into by and 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"), and the Lenders parties thereto;

WHEREAS, pursuant to the Resignation and Appointment of Agent Agreement dated as of July 20, 2018 ("2018 Resignation Agreement"), Rabobank resigned as Administrative Agent and Collateral Agent, and CoBank was appointed as successor Administrative Agent and Collateral Agent;

WHEREAS, Rabobank, as Resigning Agent, is presently the holder of certain security interests in the intellectual property included in the Collateral (the "IP Collateral"), such security interests having been granted or assigned to Rabobank from time to time pursuant to certain security agreements and assignment agreements, including the agreements identified on Schedule 1 (the "IP Security Agreements").

WHEREAS, in connection with the 2018 Resignation Agreement, Rabobank desires to assign all of its right, title and interest in and to the IP Collateral to CoBank.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement and other Loan Documents and the IP Security Agreements.

2. Assignment. The Resigning Agent irrevocably transfers, assigns, grants, and conveys, without any representation, warranty or recourse, to the Successor Agent all of the Resigning Agent's right, title and interest in and to the IP Collateral, including, without limitation, the IP Collateral identified on Schedules 2-4 hereto, the IP Security Agreements, all security interests in the IP Collateral arising under the Loan Documents, and all security interest filings and notices relating to the IP Collateral associated with the Loan Documents, together with any rider, addendum, exhibit, schedule and attachment thereto.

3. Cooperation. The Credit Parties and the Resigning Agent hereby authorize the Successor Agent to record this Agreement amending the name of the secured party in the IP Security Agreements to CoBank, ACB, as Administrative Agent.

4. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. No Novation. The parties hereto agree that this Agreement shall not constitute an amendment to any of the Loan Documents and shall not constitute a novation in any manner whatsoever.

6. Expenses. The Borrowers agree to promptly reimburse the Resigning Agent and the Successor Agent for all expenses (including fees and expenses of counsel) incurred in connection with this Agreement.

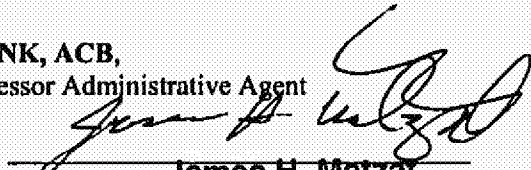
7. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

COBANK, ACB,
as successor Administrative Agent

By: 
Name: **James H. Matzat**
Title: **Vice President**

**COÖPERATIEVE RABOBANK U.A., NEW YORK
BRANCH,**
as resigning Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

PILGRIM'S PRIDE CORPORATION,
a Delaware corporation, as Borrower

By: _____
Name:
Title:

JFC LLC,
a Minnesota limited liability company

By: _____
Name:
Title:

GOLD'N PLUMP POULTRY, INC.
a Minnesota corporation


By: _____
Name:
Title:

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

COBANK, ACB,
as successor Administrative Agent

By: _____
Name:
Title:

**COÖPERATIEVE RABOBANK U.A., NEW YORK
BRANCH,**
as resigning Administrative Agent

By: 
Name: **Eric J. Rogowski**
Title: **Executive Director**

By: 
Name: **Anthony Fianza**
Title: **Vice President**

PILGRIM'S PRIDE CORPORATION,
a Delaware corporation, as Borrower

By: _____
Name:
Title:

JFC LLC,
a Minnesota limited liability company

By: _____
Name:
Title:

GOLD'N PLUMP POULTRY, INC.
a Minnesota corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

COBANK, ACB,
as successor Administrative Agent

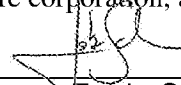
By: _____
Name:
Title:

COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH,
as resigning Administrative Agent

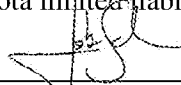
By: _____
Name:
Title:

By: _____
Name:
Title:


PILGRIM'S PRIDE CORPORATION,
a Delaware corporation, as Borrower

By:  _____
Name: Fabio Sandri
Title: CFO

JFC LLC,
a Minnesota limited liability company

By:  _____
Name: Fabio Sandri
Title: CFO

GOLD'N PLUMP POULTRY, INC.
a Minnesota corporation

By:  _____
Name: Fabio Sandri
Title: CFO

Schedule 1

IP SECURITY AGREEMENTS

1. Patent Security Agreement dated December 28, 2009 granted by Pilgrim's Pride Corporation in favor of CoBank, ACB
 - Recorded January 6, 2010 at Reel 023741 Frame 0322
2. Trademark Security Agreement dated December 28, 2009 granted by Pilgrim's Pride Corporation in favor of CoBank, ACB
 - Recorded January 6, 2010 at Reel 004125 Frame 0606
3. Copyright Security Agreement dated December 28, 2009 granted by Pilgrim's Pride Corporation in favor of CoBank, ACB
 - Recorded January 8, 2010 at Volume V3586 D470
4. Trademark Security Agreement dated June 11, 2012 granted by Pilgrim's Pride Corporation in favor of CoBank, ACB
 - Recorded July 24, 2012 at Reel 004828 Frame 0216
5. Intellectual Property Security Interest Assignment Agreement dated February 11, 2015 assigned from CoBank, ACB in favor of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland," New York Branch
 - Recorded February 15, 2015 at Reel 034942 Frame 0017 (Patent)
 - Recorded February 15, 2015 at Reel 005458 Frame 0733 (Trademark)
 - Recorded February 13, 2015 at Volume V9919 D312 (Copyright)
6. Patent Security Agreement date February 11, 2015 granted by Pilgrim's Pride Corporation in favor of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch
 - Recorded February 11, 2015 at Reel 034941 Frame 718
7. Copyright Security Agreement dated February 11, 2015. granted by Pilgrim's Pride Corporation in favor of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland," New York Branch
 - Recorded February 13, 2015 at Volume V9919 D315
8. Patent Security Agreement dated March 9, 2017 granted by Gold'n Plump Poultry, LLC in favor of Coöperatieve Rabobank U.A., New York Branch
 - Recorded March 9, 2017 at Reel 041533 Frame 0276
9. Trademark Security Agreement dated March 9, 2017 granted by Gold'n Plump Poultry, LLC in favor of Coöperatieve Rabobank U.A., New York Branch
 - Not recorded with U.S. Trademark Office Assignment Branch as no federal marks included
10. Trademark Security Agreement dated March 9, 2017 granted by JFC LLC in favor of Coöperatieve Rabobank U.A., New York Branch
 - Recorded March 9, 2017 at Reel 006006 Frame 0133

Schedule 2






ACTIVE PATENTS

COUNTRY/ JURISDICTION	TITLE	SERIAL NO.	FILE DATE	PATENT NO.	ISSUE DATE
United States	FOOD, ANIMAL, VEGETABLE AND FOOD PREPARATION BYPRODUCT TREATMENT APPARATUS AND PROCESS	09556957	4/21/2000	6464875	10/15/2002
United States	POULTRY FRONT HALF PROCESSING APPARATUS AND METHOD	14205744	3/12/2014	8961273	2/24/2015

Schedule 3

TRADEMARKS


A. ACTIVE U.S. REGISTRATIONS

COUNTRY/ JURISDICTION	MARK	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.
United States	BIG VALUE	01/31/1995	74627836	12/26/1995	1944178
United States	CHICKEN RING THINGS	1/27/1992	74240608	4/8/2003	2704875
United States	CHRIS P. CHICKEN	08/20/2004	76607880	9/27/2005	3000405
United States	COOPER	11/6/2012	85772891	5/10/2016	4956168
United States	EGGS PLUS	9/12/1996	75167047	6/9/1998	2164616
United States	ELEGANT ENTREES	7/19/1984	73490629	4/9/1985	1329885
United States	FRIDGE-TO-FREEZER PAK	3/23/2006	78844508	4/1/2008	3405440
United States	FRYERKIST	5/1/1990	74054653	4/30/1991	1642937
United States	GK GOLD KIST & Design 	4/1/1974	73017583	5/6/1975	1009993
United States	GNP COMPANY	3/28/2011	85278825	9/9/2014	4601768
United States	GNP COMPANY & Design 	4/12/2011	85292741	9/9/2014	4601774
United States	GOLD KIST FARMS	8/8/1995	74712761	6/17/1997	2072535
United States	GOLD 'N PLUMP	6/4/1979	73218297	2/2/1982	1188821
United States	GOLD'N PLUMP	1/31/2008	77386050	10/14/2008	3515381
United States	GOLD'N PLUMP & Chicken Costume <i>Three-Dimensional Mark</i> 	11/6/2012	85772920	12/16/2014	4656756
United States	GOLD'N PLUMP & Design 	7/6/1987	73670464	9/27/1988	1506178
United States	GOLD'N PLUMP & Design 	10/10/2013	86087991	2/2/2016	4894100
United States	GOLD'N PLUMP MARINADES	5/5/1997	75296806	7/21/1998	2175760
United States	GOLD'N PLUMP PREMIUM	6/6/1994	74533857	7/25/1995	1907507

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COUNTRY/ JURISDICTION	MARK	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.
	SELECTS				
United States	GOLD'N PLUMP SHAKERS	3/21/2016	86946977	9/5/2017	5282090
United States	GOLD'N PLUMP SHAKERS & Design 	10/4/2016	87192138	9/12/2017	5284123
United States	GOOD CHICKEN IS OUR MISSION	3/26/2013	85886293	12/16/2014	4654957
United States	GROW'N UP GOLD'N	7/22/2011	85378310	10/30/2012	4232324
United States	HONEYKIST	12/20/1995	75035096	2/11/1997	2036847
United States	JUST BARE	8/29/2011	85409476	3/27/2012	4118687
United States	JUST BARE & Design 	5/9/2008	77977320	7/14/2009	3655877
United States	JUST DISH	4/25/2013	85914759	7/14/2015	4773342
United States	RAISING GOODNESS	6/10/2014	86305415	9/8/2015	4809741
United States	RING THINGS	1/27/1992	74240606	4/8/2003	2704874
United States	SAVORY RECIPES	9/18/1995	74736478	9/9/1997	2095757
United States	THE GOOD PLATE	8/11/2015	86721394	8/2/2016	5011205
United States	THE MOM SQUAD	3/26/2013	85886307	12/16/2014	4656916
United States	THE MOM SQUAD & Design 	4/25/2013	85914733	5/27/2014	4536009
United States	WINNING TASTE RECIPE CONTEST	3/25/1991	74150548	5/5/1992	1685639
United States	YOUNG 'N TENDER	7/11/1989	73812146	10/2/1990	1615887
United States	"YOUNG 'N TENDER" (stylized) 	7/22/1982	73376102	4/30/1985	1333432


**B. CANCELLED U.S. REGISTRATIONS /
ABANDONED U.S. APPLICATIONS**

COUNTRY/ JURISDICTION	MARK	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.
United States	BIG VALUE & Design 	12/01/1988	73766651	2/27/1990	1584906
United States	CHICKEN INTERNATIONAL	01/17/1979	73200357	3/24/1981	1149074
United States	CHRIS P. CHICKEN & Design	08/20/2004	76607881	9/27/2005	3000406

COUNTRY/ JURISDICTION	MARK	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.
					
United States	DISH IN A DASH	09/01/2000	76124758	12/16/2003	2795289
United States	EARLY BIRD & Design 	10/16/1963	72179123	6/16/1964	0771567
United States	EARLY BIRD & Design 	10/01/2003	76548339	1/31/2006	3055929
United States	FOOD BEFORE FUEL	8/11/2008	77543668	7/26/2010	3741657
United States	GK	3/11/1999	75658508	2/15/2000	2319451
United States	GK (stylized) 	9/30/1982	73395836	9/18/1984	1295307
United States	GOLD KIST	7/15/1978	73177901	11/2/1982	1214516
United States	GOLD KIST GK & Design 	8/17/1970	72368161	6/8/1971	0914175
United States	MEDALLION	12/23/1971	72403433	9/18/1973	0968737
United States	MEDALLION	4/20/1988	73723575	11/12/1991	1664228
United States	MEDALLION & Design 	8/14/1990	74087812	9/3/1991	1655659
United States	Miscellaneous Design – Chicken 	8/20/2004	76607879	9/27/2005	3000404
United States	NATURE SELECT	8/2/2006	78943195	N/A	N/A
United States	OVENKIST	5/1/1990	74054619	4/16/1991	1641404
United States	QUICKEN EASY & Design 	7/17/2006	78930544	12/18/2007	3356323

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COUNTRY/ JURISDICTION	MARK	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.
United States	SMART'N SAVORY	3/20/2006	78840866	7/8/2008	3464264
United States	THE GO-TO CHICKEN COMPANY	7/20/2005	78674286	1/2/2007	3191792
United States	WINNING TASTE RECIPE CONTEST & Design 	6/4/2004	76595662	8/2/2005	2980662
United States	SHAKE IT TO MAKE IT	9/20/2016	87176679	N/A	N/A
United States	SHAKERS	3/21/2016	86946989	N/A	N/A
United States	SHOW US YOUR SHAKE	6/3/2016	87059340	N/A	N/A
United States	SUNNY ROOST	12/9/2009	77889252	7/20/2010	3821488
United States	YOU'VE GOT TO SHAKE IT TO MAKE IT	9/20/2016	87176829	N/A	N/A

C. STATE REGISTRATIONS

STATE	MARK	REG. DATE	REG. NO.
Wisconsin	GOLD'N PLUMP FARMS	6/19/2013	20131442321
Wisconsin	GNP	8/14/13	20141440284
Wisconsin	GNP COMPANY	6/5/13	20131442192
Wisconsin	GNP FARMS	6/5/13	20131442193
Wisconsin	GNP FOODS	6/5/13	20131442194
Wisconsin	GNPCO	8/14/13	20141440286
Wisconsin	GOLD'N PLUMP	8/14/13	20141440285
Wisconsin	GOLD'N PLUMP POULTRY	8/14/13	20141440283
Wisconsin	JUST BARE	4/8/09	20095901825
Wisconsin	SUNNY ROOST	4/8/09	20095901824
Wisconsin	SUNNY ROOST BRANDS	8/14/13	20141440282

D. NON U.S. REGISTRATIONS

COUNTRY/ JURISDICTION	MARK	REG. DATE	REG. NO.
Hong Kong	GNP COMPANY	9/5/2011	302024252
Hong Kong	GOLD'N PLUMP	9/5/2011	302024243
Hong Kong	JUST BARE & Design 	9/5/2011	302024234
Hong Kong	SUNNY ROOST	9/5/2011	302024216
Korea, Republic of	GNP COMPANY	1/14/2013	450043124
Korea, Republic of	GOLD'N PLUMP	1/14/2013	400948704
Korea, Republic of	JUST BARE & Design 	1/14/2013	400948744
Korea, Republic of	SUNNY ROOST	1/14/2013	400948751
South Africa	GNP COMPANY	8/25/2011	201121053

COUNTRY/ JURISDICTION	MARK	REG. DATE	REG. NO.
South Africa	GOLD'N PLUMP	8/25/2011	201121056
South Africa	JUST BARE & Design 	8/25/2011	201121057
South Africa	SUNNY ROOST	8/25/2011	201121058
Taiwan	GNP COMPANY	9/1/2013	1598103
Taiwan	GOLD'N PLUMP	7/1/2012	1525389
Taiwan	GOLD'N PLUMP & Design 	8/6/2014	1660124
Taiwan	JUST BARE & Design 	6/1/2012	1520126
Taiwan	SUNNY ROOST	6/1/2012	1520127
Vietnam	GNP COMPANY	4/25/14	223558
Vietnam	GOLD'N PLUMP	6/21/13	207953
Vietnam	JUST BARE & Design 	6/19/13	207895
Vietnam	SUNNY ROOST	6/19/13	207896

Schedule 4

COPYRIGHTS

TITLE	REG. DATE	REG. NO.
PFS OSKALOOSA COMPUTER PROGRAM	7/19/2004	TXu 1-172-683

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