

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest in Trademarks at Reel 4574/Frame 0066		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/22/2012	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	Skipack Creek Corporation		
Street Address:	1770 Promontory Circle		
City:	Greeley		
State/Country:	COLORADO		
Postal Code:	80634		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2090022	GUARD DOG	
Registration Number:	2696173	FRANK FRIES	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	9177774104		
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: John Deming, Esq.		
Address Line 4:	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	133990/662		
<b>NAME OF SUBMITTER:</b>	John Deming		
<b>Signature:</b>	/John Deming/		
<b>Date:</b>	07/05/2012		
<b>Total Attachments: 4</b> source=Partial Trademark Release#page1.tif source=Partial Trademark Release#page2.tif source=Partial Trademark Release#page3.tif source=Partial Trademark Release#page4.tif			

RECEIPT INFORMATION

ETAS ID:	TM299718
Receipt Date:	07/05/2012
Fee Amount:	\$65

TRADEMARK

REEL: 004831 FRAME: 0919

**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS dated June 22, 2012 ("Partial Release"), by JPMORGAN CHASE BANK, N.A., a national banking association located at 1111 Fannin Street, Floor 10, Houston, Texas, 77002 (the "Assignor"), in its capacity as administrative agent ("Administrative Agent") for the several banks and other financial institutions or entities (collectively, the "Lenders") from time to time parties to the Credit Agreement (defined below), in favor of SKIPPACK CREEK CORPORATION, a Delaware corporation having its business address at 1770 Promontory Circle, Greeley, Colorado, 80634 (the "Assignee").

**WITNESSETH:**

WHEREAS, JBS USA, LLC (the "U.S. Borrower"), JBS AUSTRALIAN PTY LIMITED, the other Loan Parties, the Lenders, Assignor and the Assignee have entered into that certain Second Amended and Restated Revolving Syndicated Facility, dated as of June 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement the U.S. Borrower and the Assignee, among others, entered into that certain Security Agreement (Other Collateral) dated as of June 30, 2011 (the "Security Agreement") in favor of the Assignor, pursuant to which the Assignee, among others, executed and delivered that certain Trademark Security Agreement, dated as of June 30, 2011 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, the Assignee granted to the Assignor for the ratable benefit of the Secured Parties a security interest in all of the Assignee'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 attached thereto (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 Trademark Division of the PTO on July 1, 2011 at Reel 4574/Frame 0066;

WHEREAS, pursuant to that certain Officer's Certificate of JBS USA, LLC, dated as of June 22, 2012, the U.S. Borrower has informed Assignor that the U.S. Borrower and the Assignee are selling the Trademarks set forth on Schedule A attached hereto (the "Specified Trademarks"); and

WHEREAS, Assignor has agreed to terminate and release its security interest in the Specified Trademarks.

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

SECTION 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein that are defined in the Trademark Security Agreement shall have the meanings given to them in the Trademark Security Agreement.

SECTION 2. Release of Security Interest in Collateral. Assignor hereby terminates and releases, without representation, warranty or recourse, its security interest in all of the Assignee's right, title and interest in and to the Specified Trademarks.

SECTION 3. Authorization to Record Partial Release. Assignor hereby authorizes the Assignee or the Assignee's authorized representative to record this Partial Release with the United States Patent and Trademark Office.

SECTION 4. Continuation of Security Interest. For the avoidance of doubt, Assignor continues to maintain its security interest in all of the Assignee's and Swift Brands Company's right, title and interest in and to the Collateral other than the Specified Trademarks. The provisions of the Trademark Security Agreement and the Security Agreement shall, except as modified by this Partial Release, continue in full force and effect.

SECTION 5. Governing Law. This Partial Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Assignor has caused this PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,  
as Assignor

By: *Scott Goodwin*  
Name: *Mr Scott Goodwin*  
Title: *Vice President / Officer*

[PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS]

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TRADEMARK  
REEL: 004831 FRAME: 0922

Schedule A

TRADEMARK	REG/APPL #	OWNER
GUARD DOG	2,090,022	Skipack Creek Corporation
FRANK FRIES	2,696,173	Skipack Creek Corporation

917979.01-Chicago Server 2A - MSW

RECORDED: 07/05/2012

TRADEMARK  
REEL: 004831 FRAME: 0923