

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JBS FIVE RIVERS CATTLE FEEDING, LLC		03/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	cooperative banking association: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2279182	XIT	
Registration Number:	4392295	FIVE RIVERS	
Registration Number:	4392294	FIVE RIVERS CATTLE FEEDING	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	804-788-8331		
Email:	HWRTM@HuntonAK.com		
Correspondent Name:	Stephen Demm, Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	67350.000037		
NAME OF SUBMITTER:	Stephen P. Demm		
SIGNATURE:	/Stephen P. Demm/		
DATE SIGNED:	06/27/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 16, 2018 is among **JBS FIVE RIVERS CATTLE FEEDING LLC**, a Delaware limited liability company ("Grantor") and **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH**, as administrative agent ("Secured Party").

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor, certain lenders, and Secured Party are parties to that certain Credit Agreement dated as of March 16, 2018 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor and certain affiliates of Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of March 16, 2018 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in all of its right, title and interest in, to and under all of its now owned and hereafter acquired Trademarks (as defined in the Security Agreement) listed on Schedule 1, Trademark registrations listed on Schedule 1 and Trademark applications listed on Schedule 1 and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of its right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration (together with any reissues, continuations or extensions thereof) and Trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application referred to in Schedule 1 annexed hereto; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration referred to in Schedule 1 annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1, or (b) injury to the goodwill associated with any Trademark or Trademark registration referred to in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

GRANTOR:

JBS FIVE RIVERS CATTLE FEEDING LLC

By: PINNACLE ASSET MANAGEMENT, L.P.,
Manager

By: 

Name: Jason M. Kellman
Title: Managing Partner

SECURED PARTY:

COÖPERATIEVE RABOBANK U.A.,
NEW YORK BRANCH, as administrative agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

Acknowledged:

GRANTOR:

JBS FIVE RIVERS CATTLE FEEDING LLC

By: PINNACLE ASSET MANAGEMENT, L.P.,
Manager

By: _____
Name: Jason M. Kellman
Title: Managing Partner

SECURED PARTY:


COÖPERATIEVE RABOBANK U.A.,
NEW YORK BRANCH, as administrative agent

By: _____
Name: Pieter van der Werff
Title: Vice President

By: _____
Name: Wouter Pasco
Title: Managing Director

Schedule 1
to
Trademark Security Agreement

1. Trademarks

Country of Registration	Trademark	Application or Registration No.	Filing Date
U.S.	XIT	2,279,182	9/21/99
U.S.	FIVE RIVERS	4,392,295	8/27/13
U.S.	 The logo for Five Rivers Cattle Feeding features a stylized 'F' and 'R' intertwined, with the words 'FIVE RIVERS' in a bold, serif font above 'CATTLE FEEDING' in a smaller, sans-serif font. FIVE RIVERS CATTLE FEEDING	4,392,294	8/27/13

2. Trademark registrations

None.

3. Trademark applications

None.