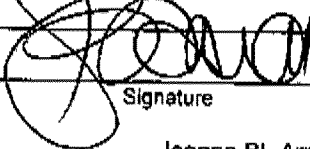


RECORDATION FORM COVER SHEET PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s): <p style="text-align: center;">JBS USA, LLC</p> <p>Execution Date(s) <u>August 15, 2014</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	2. Name and address of receiving party(ies) <p>Name: <u>Bank of America, N.A. as Administrative Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>20975 Swenson Drive</u></p> <p>City: <u>Waukesha</u></p> <p>State: <u>WI</u></p> <p>Country: <u>USA</u> Zip: <u>053186</u></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest <input type="checkbox"/> Executive Order 9424, confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s) <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No. (s) B. Patent No.(s) <p style="text-align: center;">SEE SCHEDULE A ANNEXED HERETO</p> <p style="text-align: center;">SEE SCHEDULE A ANNEXED HERETO</p> <p style="text-align: center;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
5. Name address of party to whom correspondence concerning document should be mailed: Name: <u>Susan O'Brien</u> Internal Address: <u>CT Lien Solutions</u> Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u> State: <u>New York</u> Zip: <u>12205</u> Phone Number: <u>800-342-3676</u> Fax Number: <u>800-962-7049</u> Email Address: <u>cls-udsalbany@wolterskluwer.com</u>	6. Total number of applications and registrations involved: <u>6</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>240.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)
9. Signature:  <p style="text-align: center;">Signature</p> <p style="text-align: center;"><u>Joanne BL Arnold</u> Name of Person Signing</p>	8. Payment Information: a. Credit Card Last 4 Numbers <u>0974</u> Expiration Date <u>3/17</u> b. Deposit Account Number _____ Authorized User Name: _____ <p style="text-align: right;">Date <u>8/18/14</u></p> <p>Total number of pages including cover sheet, attachments, and document. <u>5</u></p>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$240.00 14081179

Schedule A

TITLE	REG./APPL.#	OWNER
System and Method for Analyzing and Processing Food Product	14/081,179	JBS USA, LLC
Method for Administering a Drug Program to Determine Whether an Animal Has Been Given a Drug	14/169,935	JBS USA, LLC
Method for Administering a Drug Program to Determine Whether an Animal Has Been Given a Drug	8,660,315	JBS USA, LLC
System for Reducing Microbial Levels on the Hide of an Animal	14/167,064	JBS USA, LLC
Method for Administering a Drug Program to Determine Whether an Animal Has Been Given a Drug	8,379,935	JBS USA, LLC
Method and System for Processing Meat Products in a Modified Atmosphere	14/089,013	JBS USA, LLC

SHORT-FORM PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement") dated August 15, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of BANK OF AMERICA, N.A., 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, LLC (the "U.S. Borrower"), JBS AUSTRALIA PTY LIMITED, the other Loan Parties, the Lenders and the Administrative Agent have entered into a Third Amended and Restated Revolving Syndicated Facility, dated as of the date hereof (as amended, amended and restated, refinanced, 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 have entered into an Amended and Restated Security Agreement (Other Collateral), dated as of the date hereof (as amended, 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, under the terms of the Security Agreement (Other Collateral), the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain patents and patent applications of the Grantors, and have agreed as a condition thereof to execute this Patent 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Patent Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the Patents, all rights in the Patents where arising under United States or foreign laws;
- (iii) all Proceeds and products of the Patents; and
- (iv) 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. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable officer record this Patent Security Agreement and recognize Administrative Agent's security interest in and to the Patent Collateral for the ratable benefit of the Secured Parties.

SECTION 3. Execution in Counterparts. This Patent 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 Patent 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 Patent Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Patent Security Agreement has been executed and delivered by the Grantors 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 ratable benefit of the Secured Parties pursuant to the Security Agreement (Other Collateral). Each 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 Patent Collateral are more fully set forth in the Security Agreement (Other Collateral), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Security Agreement (Other Collateral) (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 Security Agreement (Other Collateral) and this Patent Security Agreement, the terms of the Security Agreement (Other Collateral) shall control.

SECTION 5. Termination. This Patent Security Agreement shall terminate concurrently with the termination of the Security Agreement (Other Collateral) in accordance with the terms thereof.

SECTION 6. Governing Law. This Patent 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, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

JBS USA, LLC,
as Grantor

By: Kiersten Sommers
Name: Kiersten Sommers
Title: Secretary

[Signature Page to Short Form Patent Agreement]