

Form PTO-1595 (Rev. 09/04)
OMB Collection 0651-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

JP MORGAN CHASE BANK, N.A.

Execution Date(s) August 15, 2014

Additional names of conveying parties attached? Yes

No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Administrative Agent

Internal Address: _____

Street Address: 20975 Swenson Drive

City: Waukesha

State: WI

Country: USA

Zip: 053186

Additional names, addresses, or citizenship attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Government Interest

Executive Order 9424, confirmatory License

Other _____

4. Application or patent number(s)

A. Patent Application No. (s)

This document is being filed together with a new application.

B. Patent No.(s)

SEE SCHEDULE A ANNEXED HERETO

SEE SCHEDULE A ANNEXED HERETO

Additional numbers attached? Yes No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1760.00

Authorized to be charged by credit card

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

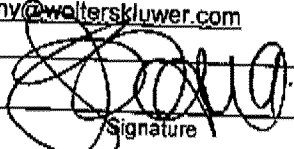
Last 4 Numbers 0974

Expiration Date 3/17

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:



Signature

Joanne BL Arnold
Name of Person Signing

8/18/14
Date

Total number of pages including cover sheet, attachments, and document. 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6896, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1760.00 11536391

Schedule A
to
ASSIGNMENT OF PATENT SECURITY INTEREST

TITLE	REG./APPL. #	OWNER
Method for Making Frozen Ground Meat Crumbles and Product Made Thereby	11/536,391	JBS USA, LLC
Method for treating a food processing facility to control microbial contamination of food products	11/595,281	Swift Beef Company
Oxygen Enhanced Meat and Method of Making Same	11/733,300	JBS USA, LLC
System for Reducing Microbial Levels on the Hide of an Animal	12/052,981	Swift Beef Company
Methods and Systems for Administering a Drug Program	12/575,964	JBS USA, LLC
Method of making a food product from the thigh of a bird and food product made in accordance with the method	5,266,064	Skippack Creek Corporation
Dressed thigh cut of poultry and method of dressing same	5,273,483	Skippack Creek Corporation
Method of dressing a thigh cut of poultry	5,284,669	Skippack Creek Corporation
Method of making a food product from the wing of a bird and food product made in accordance with the method	5,286,229	Skippack Creek Corporation
Method for making a food product from the leg of a bird or other animal and a food product resulting therefrom	5,297,984	Skippack Creek Corporation
Method of making an animal muscle strip product	5,346,711	Skippack Creek Corporation
Method for preserving food products	5,374,433	Swift Beef Company
Method for preserving food products and food products made thereby	5,576,035	Swift Beef Company
Plate for use on the outlet of a food grinder for making sheets of food	5,765,768	Skippack Creek Corporation
Method for preserving food products and food products made thereby	5,869,113	Swift Beef Company
Method of making turkey products from turkey breast by selective cutting and trimming of the breast to form steak-like products	5,932,278	Skippack Creek Corporation
Method for cutting a pork butt to provide pork products with enhanced value	5,976,608	Skippack Creek Corporation
High-Speed Bone-In Loin Slicer	5,989,116	JBS USA, LLC
Method of preparing a restructured meat product using sheets of meat obtained from passing meat through a slotted food grinder plate	6,017,570	Skippack Creek Corporation
Method for treating a food processing facility	6,039,984	Swift Beef Company
Primal Tracking	6,104,966	JBS USA, LLC
Method and System for Dehairing Animals	6,129,623	Swift Beef Company
Automated method and system for processing a hog carcass	6,155,919	JBS USA, LLC
Method of making a bird meat product	6,238,281	Skippack Creek Corporation
Method for Producing Food Products and Products Made Thereby	6,287,610	Swift Beef Company
Method and system for processing waste products generated in an animal dehairing operation	6,322,436	Swift Beef Company
Method and system for processing waste products generated in an animal dehairing operation	6,458,024	Swift Beef Company
System for preserving food products	6,569,474	Swift Beef Company
Method and system for processing waste products generated in an animal dehairing operation	6,712,685	Swift Beef Company
Method and system for processing waste streams derived from the dehairing of animals	6,896,607	Swift Beef Company
Method of preparing a bird for grilling and resulting bird product	6,939,217	Skippack Creek Corporation
Method of making food products from the thigh of a bird and food products made in accordance with the method	7,008,313	Skippack Creek Corporation
Method for reducing microbial levels on the hide of an animal	7,134,957	Swift Beef Company

TITLE	REG./APPL. #	OWNER
Method of making bird wing and breast products and the products made in accordance with the method	7,134,958	Skippack Creek Corporation
Method of cutting meat to from steak cuts and meat products formed by the method	7,479,296	Skippack Creek Corporation
Guide for carcass backsaw and method of use	7,510,468	JBS USA, LLC
Methods and systems for administering a drug program related to livestock	7,606,394	JBS USA, LLC
Method and System for Tracking and Managing Livestock Through the Production	7,613,330	JBS USA, LLC
Method of cutting beef short ribs and beef products produced by the method	7,780,507	Skippack Creek Corporation
Method and System for Washing Intestines	7,828,636	JBS USA, LLC
Disk-like steak product having a plurality of truncated pie wedge shaped portions	7,857,687	Skippack Creek Corporation
Method of Obtaining Samples of Meat to Assay for Microbial Contamination	7,866,223	JBS USA, LLC
Method of cutting beef chuck roll and beef products produced by the method	7,867,069	Skippack Creek Corporation
Multibar Apparatus and Method for Electrically Stimulating a Carcass	7,892,076	JBS USA, LLC

ASSIGNMENT OF PATENT SECURITY INTEREST

This ASSIGNMENT OF PATENT SECURITY INTEREST (this "Assignment") dated August 15, 2014, is made by the parties set forth on the signature pages hereof.

WHEREAS, JBS USA, LLC (the "U.S. Borrower"), JBS AUSTRALIA PTY LIMITED, the other Loan Parties, the several banks and other financial institutions or entities (the "Lenders") and JPMORGAN CHASE BANK, N.A., as administrative agent (the "Assignor") for the Lenders entered into a Second Amended and Restated Revolving Syndicated Facility, dated as of June 30, 2011 (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, SWIFT BEEF COMPANY and SKIPPACK CREEK CORPORATION (collectively, the "Grantors") and certain affiliates of the Grantors entered into the Security Agreement (Other Collateral) dated June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement (Other Collateral)") in favor of the Assignor for the ratable benefit of the Secured Parties, pursuant to which the Grantors granted to Assignor a security interest in, among other property, certain patents and patent applications of the Grantors;

WHEREAS, under the terms of the Existing Security Agreement (Other Collateral), the Grantors entered into the Short-Form Patent Security Agreement dated June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), and recorded on July 1, 2011 with the United States Patent and Trademark Office at Reel 026539 and Frame 0389 (together with the Existing Security Agreement (Other Collateral), the "Existing Security Agreements"), pursuant to which the Grantors granted to Assignor for the ratable benefit of the Secured Parties a security interest in all of Grantors' 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;

WHEREAS, Assignor and BANK OF AMERICA, N.A., in its capacity as successor Administrative Agent (in such capacity, "Assignee") and the other parties thereto have entered into the Resignation and Appointment of Successor Agent and Australian Successor Agent Agreement, dated as of the date hereof (the "Substitution Agreement"), whereby Assignor transferred to Assignee all rights under the Existing Security Agreements;

WHEREAS, Assignor wishes to confirm its transfer of rights under the Existing Security Agreements to Assignee, and Assignee wishes to obtain from Assignor, all Assignor's rights under the Existing Security Agreements, including the secured rights in the Patent Collateral; and

WHEREAS, Grantors, certain affiliates of Grantors and Assignee have entered into the Amended and Restated Security Agreement (Other Collateral), dated as of the date hereof, pursuant to which the Grantors have reaffirmed their grant to Assignee, as successor Administrative Agent, of a continuing security interest in, among other collateral, the Patent Collateral.

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

SECTION 1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee, Assignor's entire right, title and interest in, to and under the Existing Security Agreements and to Assignor's security interest in and to the Patent Collateral, including but not limited to the patents and patent applications on Schedule A, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter.

SECTION 2. Recordation. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable officer record Assignee as the transferee of the Existing Security Agreements and the security interest in and to the Patent Collateral, and to recognize the same.

SECTION 3. Execution in Counterparts. This Assignment 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 Assignment by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Assignment.

SECTION 4. Miscellaneous. This Assignment has been executed and delivered by the Grantor for the purpose of recording the assignment of its security interest with the U.S. Patent and Trademark Office. This Assignment is made in accordance with and subject to the Substitution Agreement. In the event of any inconsistency between the terms and conditions of the Substitution Agreement and this Assignment, the terms of the Substitution Agreement shall control.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment by its officer thereunto duly authorized as of the date first above written.

Assignor hereby instructs the Commissioner of Patents and Trademarks to assign its interest in the Patent Collateral to Assignee pursuant to, and in accordance with, this Assignment and the Substitution Agreement.

JPMORGAN CHASE BANK, N.A., a U.S. bank
national association,
as Assignor

By:



Name: Odette Smalley
Title: Vice President

BANK OF AMERICA, N.A., a U.S. bank national
association,
as Administrative Agent and
as Assignee

By:

Name:
Title:

[Signature Page to Assignment of Patents]

PATENT
REEL: 034094 FRAME: 0988

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment by its officer thereunto duly authorized as of the date first above written.

Assignor hereby instructs the Commissioner of Patents and Trademarks to assign its interest in the Patent Collateral to Assignee pursuant to, and in accordance with, this Assignment and the Substitution Agreement.

JPMORGAN CHASE BANK, N.A., a U.S. bank
national association,
as Assignor

By: _____

Name:

Title:

BANK OF AMERICA, N.A., a U.S. bank national
association,
as Administrative Agent and
as Assignee

By: 

Name: Nancy E. Donohue

Title: Senior Vice President

[Signature Page to Assignment of Patents]

Acknowledged and Agreed:

JBS USA, LLC,
as Grantor

By: Kiersten Sommers
Name: Kiersten Sommers
Title: Secretary

SWIFT BEEF COMPANY,
as Grantor

By: Kiersten Sommers
Name: Kiersten Sommers
Title: Secretary

SKIPPACK CREEK CORPORATION,
as Grantor

By: Kiersten Sommers
Name: Kiersten Sommers
Title: Secretary

[Signature Page to Assignment of Patents]