

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3222550

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PILGRIM'S PRIDE CORPORATION	02/11/2015
RECEIVING PARTY DATA	
Name:	COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, AS ADMINISTRATIVE AGENT
Street Address:	245 PARK AVENUE
Internal Address:	37TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	4879033
Patent Number:	6103276
Patent Number:	6464875
CORRESPONDENCE DATA	
Fax Number:	(678)553-2602
<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:	(678) 553-2601
Email:	jimmarl@gtlaw.com
Correspondent Name:	LASHANA C. JIMMAR, PARALEGAL
Address Line 1:	GREENBERG TRAURIG, LLP
Address Line 2:	3333 PIEDMONT ROAD, NE, SUITE 2500
Address Line 4:	ATLANTA, GEORGIA 30305
ATTORNEY DOCKET NUMBER:	123235.010900
NAME OF SUBMITTER:	LASHANA C. JIMMAR
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	02/11/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 5

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PATENT SECURITY AGREEMENT
(U.S. Security Agreement)

THIS PATENT SECURITY AGREEMENT, dated as of February 11, 2015 (this "Agreement"), is between PILGRIM'S PRIDE CORPORATION, a Delaware corporation (the "Assignor"), in favor of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND," NEW YORK BRANCH (the "Assignee"), in its capacity as administrative agent for the Secured Parties.

PRELIMINARY STATEMENT

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of February 11, 2015 (as amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement), 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"), the other Loan Parties party thereto, the Lender Parties party thereto and the Assignee, as administrative agent for the Lenders, the Lender Parties have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Assignor holds all right, title and interest in and to the patents, patent applications and patent licenses listed on Annex I attached hereto, which patents, patent applications, registrations, recordings and patent licenses are registered or applied for in the United States Patent and Trademark Office (collectively, the "Patents");

WHEREAS, the Assignor has entered into that certain U.S. Pledge and Security Agreement, dated as of February 11, 2015 (the "Security Agreement"), in favor of the Assignee, for its benefit and the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Assignor in, to and under (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (d) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

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

(a) The Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee, for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure, for the benefit of the Secured Parties, the prompt payment and performance of the Secured Obligations.

(b) The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

(c) This Agreement may not be amended, restated, amended and restated or otherwise modified except in accordance with the terms of the Security Agreement, pursuant to which the Assignee may modify this Agreement by amending Annex I attached hereto to include reference to any right, title or interest of the Assignee in any additional Patents and to delete any reference to any Patents in which the Assignor no longer has any right, title or interest.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(e) This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

(f) This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

PILGRIM'S PRIDE CORPORATION, as Assignor

By: _____
Name: *F. J. Sandoz*
Title: *CFO*

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND," NEW YORK BRANCH**, as
Assignee

By: _____
Name:
Title:

PATENT SECURITY AGREEMENT

PATENT
REEL: 034941 FRAME: 0722


IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its officer thereunto as of the day and year first above written.

PILGRIM'S PRIDE CORPORATION, as Assignor

By: _____
Name:
Title:

**COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH**, as
Assignee

By:  _____
Name: **Steve Gilbert**
Title: **Executive Director**

By:  _____
Name: **Stewart Kalish**
Title: **Executive Director**

ANNEX I
to
Patent Security Agreement

PATENTS

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Pilgrim's Pride Corporation	SLURRY PLOW	4879033	11/07/1989
Pilgrim's Pride Corporation	METHODS OF PRODUCING MEAT AND EGG PRODUCTS WITH ENHANCED NUTRITIONAL QUALITY	6103276	8/15/2000
Pilgrim's Pride Corporation	FOOD, ANIMAL, VEGETABLE AND FOOD PREPARATION BYPRODUCT TREATMENT APPARATUS AND PROCESS	6464875	10/15/2002

PATENT APPLICATIONS

None

ATL 20419646v3