

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SWIFT BRANDS COMPANY, AS GRANTOR	10/30/2015
RECEIVING PARTY DATA	
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	1111 FANNIN STREET
Internal Address:	FLOOR 10
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11679366
Application Number:	08549049
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	iprecordations@whitecase.com
Correspondent Name:	THERESA TRAN/WHITE & CASE LLP
Address Line 1:	1155 AVENUE OF THE AMERICAS
Address Line 4:	NEW YORK, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	6355083-0042-T194
NAME OF SUBMITTER:	THERESA TRAN
SIGNATURE:	/Theresa Tran/
DATE SIGNED:	11/03/2015
Total Attachments: 4	
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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 October 30, 2015, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of JPMORGAN CHASE BANK, 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 "Borrower"), the Lenders and the Administrative Agent have entered into a Credit Agreement, dated as of May 27, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantors have entered into the Guarantee and Collateral Agreement, dated as of May 27, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, under the terms of the Guarantee and Collateral Agreement, 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "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. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

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 Grantor 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 benefit of the Secured Parties pursuant to the Guarantee and Collateral Agreement. The 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 Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The Guarantee and Collateral Agreement (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 Guarantee and Collateral Agreement and this Patent Security Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 5. Termination. This Patent Security Agreement shall terminate concurrently with the termination of the Guarantee and Collateral Agreement 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]

SCHEDULE A

No.	Title	Owner	App. Date	App. No.	Reg. Date	Reg. No.
1.	HEAD MEAT SYSTEM	Swift Brands Company	27-Feb-07	11/679366	16-Sep-08	7425174
2.	APPARATUS AND METHOD FOR PROCESSING HOG STOMACHS	Swift Brands Company	27-Oct-95	08/549049	1-Apr-97	5616073

IN WITNESS WHEREOF, the 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.

SWIFT BRANDS COMPANY,
as Grantor

By Kiersten Sommers
Name: Kiersten Sommers
Title: Secretary

[Signature Page to Short Form Patent Security Agreement (Term Loan)]