505140234 10/12/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5186999

		NEW ASSIGNMENT					
SUBMISSION TYPE: NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST IN PATENTS					
	DATA	L					
		Name	Execution Date				
BANK OF AMERICA, I	√.A.		10/12/2018				
RECEIVING PARTY D	ΑΤΑ						
Name:	SWIFT BRA	SWIFT BRANDS COMPANY					
Street Address:	1770 PRON	PROMONTORY CIRCLE					
City:	GREELEY	ELEY					
State/Country:	COLORAD	COLORADO					
Postal Code:	80634	30634					
PROPERTY NUMBER							
Property Type		Number					
Application Number:		79366					
Application Number: 0		49049					
CORRESPONDENCE Fax Number:	DATA						
		e-mail address first; if that is unsuc	cessful, it will be sent				
•	•	that is unsuccessful, it will be sent vi					
Phone:	212-	318-6532					
Phone: Email:	212- alan	318-6532 agramer@paulhastings.com					
Phone:	212- alan : ALA	318-6532					
Phone: Email: Correspondent Name	212- alan : ALA C/O	318-6532 agramer@paulhastings.com NA GRAMER					
Phone: Email: Correspondent Name Address Line 1:	212- alan : ALA C/O 200	318-6532 agramer@paulhastings.com NA GRAMER PAUL HASTINGS LLP					
Phone: Email: Correspondent Name Address Line 1: Address Line 2:	212- alan : ALA C/O 200 NEV	318-6532 agramer@paulhastings.com NA GRAMER PAUL HASTINGS LLP PARK AVENUE					
Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER	212- alan : ALA C/O 200 NEV	318-6532 agramer@paulhastings.com NA GRAMER PAUL HASTINGS LLP PARK AVENUE V YORK, NEW YORK 10166					
Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE:	212- alan : ALA C/O 200 NEV	318-6532 agramer@paulhastings.com NA GRAMER PAUL HASTINGS LLP PARK AVENUE V YORK, NEW YORK 10166 ALANA GRAMER					
Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE: DATE SIGNED:	212- alan : ALA C/O 200 NEV	318-6532 agramer@paulhastings.com NA GRAMER PAUL HASTINGS LLP PARK AVENUE V YORK, NEW YORK 10166 ALANA GRAMER /s/					
Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4: NAME OF SUBMITTER SIGNATURE: DATE SIGNED: Total Attachments: 5	212- alan ALA C/O 200 NEV	318-6532 agramer@paulhastings.com NA GRAMER PAUL HASTINGS LLP PARK AVENUE V YORK, NEW YORK 10166 ALANA GRAMER /s/					
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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this "<u>Release</u>"), dated effective as of October 12, 2018, is made by BANK OF AMERICA, N.A., as Administrative Agent (the "<u>Assignor</u>") for the several banks and other financial institutions or entities (the "<u>Lenders</u>") from time to time parties to the Credit Agreement referred to below, and the Person listed on the signature pages hereof (the "<u>Assignee</u>").

WHEREAS, JBS USA, LLC (the "<u>U.S. Borrower</u>"), 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 Agreement, dated as of August 15, 2014 (as amended on June 17, 2015 and as amended, amended and restated, refinanced, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>");

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and the other Grantors (as defined in the Security Agreement (Other Collateral)) have entered into an Amended and Restated Security Agreement (Other Collateral), dated as October 30, 2015 (as amended, amended and restated, 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, pursuant to the terms and conditions of the Security Agreement (Other Collateral), the Assignee entered into a Patent Security Agreement, dated October 30, 2015 (as it may be from time to time amended, restated, amended and restated, modified or supplemented, the "Patent Security Agreement"), pursuant to which the Assignee granted to the Assignor, for the ratable benefit of the Secured Parties, a security interest in all of the Assignee's right, title and interest in and to the following (the "Patent Collateral"):

- (i) the patents and patent applications set forth in <u>Schedule A</u> hereto (the "<u>Patents</u>");
- (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, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on November 3, 2015 at Reel 037034 Frame 0820; and

WHEREAS, the Assignor and the Assignee desire that the Assignor terminate, release, and discharge fully its security interest in, all right, title and interest in and to the Patent Collateral, including, without limitation, the Patents set forth on <u>Schedule A</u> hereto.

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

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SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Patent Security Agreement and the Credit Agreement, as applicable, and used herein have the meaning given to them in the Patent Security Agreement and the Credit Agreement, as applicable.

SECTION 2. <u>Release of Security Interest</u>. The Assignor hereby terminates, releases and discharges fully its security interest in the Patent Collateral, including, without limitation, the patents and patent applications listed on <u>Schedule A</u> hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Patent Collateral to the Assignee. The Assignor hereby acknowledges and agrees that the Patent Security Agreement is terminated.

SECTION 3. <u>Recordation</u>. The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Assignor in the Patent Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

SECTION 4. <u>Further Assurances</u>. The Assignor hereby agrees to execute and deliver to the Assignee all termination statements, releases and similar documents that the Assignee (or its respective agent or designee) shall reasonably request in order to confirm this Release and the Assignee's right, title, and interest in or to the Patent Collateral, at the Assignee's sole cost and expense.

SECTION 5. <u>Execution in Counterparts</u>. This Release 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 Release by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this Release.

SECTION 6. <u>Governing Law</u>. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignees have executed this Release of Security Interest in Patents as of the date written above.

BANK OF AMERICA, N.A., as the Administrative Agent

By

Name: Galina Evelsion Title: Vice President

[Signature Page to Release of Security Interest in Patents]

SWIFT BRANDS COMPANY,

as the Assignee

By: A. M. M. M. M.

Name: Denilson Molina Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Patents]

Schedule A

to

RELEASE OF SECURITY INTEREST IN PATENTS

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