

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South American Beef, Inc.		07/01/2021	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase, N.A.		
Street Address:	10 S. Dearborn Street		
Internal Address:	22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2919787	PRAIRIE NATURAL	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	888-829-5817		
Email:	melanie.norwood@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Chay Cain		
SIGNATURE:	/Chay Cain/		
DATE SIGNED:	07/02/2021		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS 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):

South American Beef, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Iowa
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 1, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: 10 S. Dearborn Street, 22nd Floor

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached to the Trademark Collateral Agreement

See Schedule A attached to the Trademark Collateral Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached to the Trademark Collateral Agreement

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

Name: Chay Cain

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3715

Docket Number: _____

Email Address: cpcain@chapman.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ Chay Cain

July 1, 2021

Signature

Date

Chay Cain

Total number of pages including cover sheet, attachments, and document:

Name of Person Signing

TRADEMARK COLLATERAL AGREEMENT

This 1st day of July, 2021, SOUTH AMERICAN BEEF, INC., an Iowa corporation ("Grantor") with its principal place of business and mailing address at 1860 88th Street, West Des Moines, Iowa 50266, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pledges to JPMORGAN CHASE BANK, N.A., with its mailing address at 10 South Dearborn Street, 22nd Floor, Chicago, Illinois 60603, and its successors and assigns ("Lender"), and grants to Lender a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Grantor as set out in that certain Security Agreement bearing even date herewith by and among Grantor, the other parties from time to time party thereto, and Lender, as the same may be amended, modified, or restated from time to time (the "Security Agreement").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as Grantor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Lender on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.

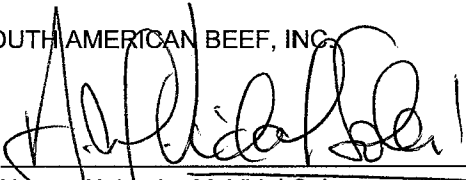
Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with

respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SOUTH AMERICAN BEEF, INC.
By 
Name: Alejandra M. Vidal Soler
Title: President

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title _____

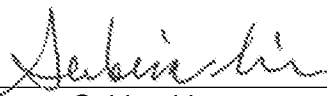
IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SOUTH AMERICAN BEEF, INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

JPMORGAN CHASE BANK, N.A.

By  _____
Name Sabina Lin
Title: Authorized Officer

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

<u>MARKS</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NUMBER</u>
PRAIRIE NATURAL	01/18/2005	2,919,787