

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM420694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Successor Agent Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		02/02/2017	Bank: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC		
<b>Street Address:</b>	745 Seventh Avenue, 24th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 99</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1032419	MOPAC	
<b>Registration Number:</b>	1202187	MONFORT	
<b>Registration Number:</b>	1208732	SWIFT	
<b>Registration Number:</b>	1220175	SWIFT	
<b>Registration Number:</b>	1221069	SWIFT PREMIUM	
<b>Registration Number:</b>	1221947	M	
<b>Registration Number:</b>	1253874	MONFORT GOLD	
<b>Registration Number:</b>	1266470	MONFORT GOLD	
<b>Registration Number:</b>	1383898	MOPAC	
<b>Registration Number:</b>	1555462	RENPRO	
<b>Registration Number:</b>	1555464	REN PLUS	
<b>Registration Number:</b>	1556495	RENCAL	
<b>Registration Number:</b>	1556496	REN PRIDE	
<b>Registration Number:</b>	1557592	RENTECH	
<b>Registration Number:</b>	1620180	CHEF'S EXCLUSIVE	
<b>Registration Number:</b>	1667747	HOTEL BRAND	
<b>Registration Number:</b>	1681634	F FLAVORLAND BEEF	
<b>Registration Number:</b>	1700693	GREEN RIDGE	
<b>Registration Number:</b>	1733821	WARREN ANALYTICAL LABORATORY	
<b>TRADEMARK</b>			

OP \$2490.00 1032419

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	1801327	BLUE RIBBON BEEF
<b>Registration Number:</b>	1803840	FING'R-PICK'N-CHICK'N
<b>Registration Number:</b>	1869793	PACKERLAND PACKING
<b>Registration Number:</b>	1906712	PP
<b>Registration Number:</b>	1914233	SHOWCASE SUPREME
<b>Registration Number:</b>	1974741	RENPRIME
<b>Registration Number:</b>	2034067	SIMPLY BETTER BEEF
<b>Registration Number:</b>	2077987	SWIFT
<b>Registration Number:</b>	2112728	SWIFT & COMPANY
<b>Registration Number:</b>	2162464	SLINDER
<b>Registration Number:</b>	2508239	GUARANTEED TENDER BEEF
<b>Registration Number:</b>	2508240	GUARANTEED TENDER PORK
<b>Registration Number:</b>	2595943	STEAKHOUSE CLASSIC
<b>Registration Number:</b>	2702497	
<b>Registration Number:</b>	2771029	MONFORT
<b>Registration Number:</b>	2789654	SWIFT
<b>Registration Number:</b>	2843674	SWIFT
<b>Registration Number:</b>	2845945	SWIFT
<b>Registration Number:</b>	2854613	SWIFT & COMPANY
<b>Registration Number:</b>	2867448	SWIFT PREMIUM
<b>Registration Number:</b>	2870219	SWIFT PREMIUM
<b>Registration Number:</b>	2918875	CEDAR RIVER FARMS NATURAL BEEF
<b>Registration Number:</b>	2922945	SHOWCASE FOODS
<b>Registration Number:</b>	2928296	SWIFT TRACE
<b>Registration Number:</b>	2959530	VISIONARY DESIGN
<b>Registration Number:</b>	2997821	CEDAR RIVER FARMS NATURAL BEEF
<b>Registration Number:</b>	3005852	SHOWCASE FOODS
<b>Registration Number:</b>	3006788	SUN LAND
<b>Registration Number:</b>	3011371	STEAKHOUSE CLASSIC
<b>Registration Number:</b>	3054762	FRESH THOUGHTS
<b>Registration Number:</b>	3064465	SWIFT LA HERENCIA
<b>Registration Number:</b>	3064466	SWIFT LA HERENCIA
<b>Registration Number:</b>	3064467	LA HERENCIA
<b>Registration Number:</b>	3091496	SWIFT SWIFT PREMIUM CRISP'N SERVE
<b>Registration Number:</b>	3130797	AUTHENTIC MEXICAN MEATS IN MINUTES
<b>Registration Number:</b>	3178596	FLAVOR STARTER
<b>Registration Number:</b>	3188265	EST. 1855 BRAND CERTIFIED G. F SWIFT
<b>Registration Number:</b>	3216531	S

Property Type	Number	Word Mark
Registration Number:	3240690	CASE READY RED!
Registration Number:	3248553	EST. 1855 PRIME BRAND G. F SWIFT
Registration Number:	3308646	SPARED RIBS
Registration Number:	3386022	CLEAR RIVER FARMS
Registration Number:	3386023	CLEAR RIVER FARMS
Registration Number:	3393429	SPRING CROSSING CATTLE CO.
Registration Number:	3393451	SWIFT ANGUS SELECT
Registration Number:	3518277	PORK IQ
Registration Number:	3526780	SWIFT SWIFT PREMIUM BLACK ANGUS BEEF USD
Registration Number:	3555179	STEAKHOUSE RECIPE
Registration Number:	3555182	JBS
Registration Number:	3568229	STEAKHOUSE CLASSIC
Registration Number:	3713407	TEXAS HOLD'EMS
Registration Number:	3716973	RITEBITE
Registration Number:	3720272	CHOICE GRILLERS
Registration Number:	3725958	SPARE THE RIBS
Registration Number:	3789366	BLACK ANGUS BEEF STEAKHOUSE CLASSIC USDA
Registration Number:	3822925	AMERICAN RESERVE GUARANTEED TENDER
Registration Number:	3865356	CLEAR RIVER FARMS
Serial Number:	77295381	STEAKHOUSE PROVISION COMPANY
Serial Number:	77301064	JBS
Serial Number:	77342693	STEAKHOUSE RECIPE
Serial Number:	77384578	A COMMITMENT TO QUALITY
Serial Number:	77555202	JBS PACKERLAND
Serial Number:	77555260	JBS PP PACKERLAND
Serial Number:	77555279	JBS
Serial Number:	77678894	5 STAR RESERVE
Serial Number:	77796843	SIRLOINER
Serial Number:	77857641	NATIVE AMERICAN RESERVE
Serial Number:	78868173	NAKED ANGUS
Serial Number:	78868207	NAKED BEEF
Serial Number:	85088003	THE GENETICALLY VERIFIED BLACK ANGUS BEE
Serial Number:	85105823	LA HERENCIA
Registration Number:	965208	SIRLOINER
Registration Number:	1841430	FAIRVIEW FARMS
Registration Number:	3545404	GOODNATURE
Registration Number:	4528287	GOODNATURE
Registration Number:	3393152	STONESIDE

Property Type	Number	Word Mark
Registration Number:	1818629	TENDER CHOICE
Registration Number:	3026655	TENDER CHOICE
Registration Number:	4265732	TENDER PRIDE
Registration Number:	381200	MOPAR

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
**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.**  
**Phone:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F169153
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	03/22/2017

**Total Attachments: 19**

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## TRADEMARKS

### U.S. TRADEMARKS AND TRADEMARK APPLICATIONS:

TRADEMARK	REG./APPL. #	OWNER
MOPAC	1,032,419	Skippack Creek Corporation
MONFORT	1,202,187	Swift Brands Company
SWIFT	1,208,732	Swift Brands Company
SWIFT & DESIGN	1,220,175	Swift Brands Company
SWIFT PREMIUM	1,221,069	Swift Brands Company
M	1,221,947	Swift Brands Company
MONFORT GOLD	1,253,874	Swift Brands Company
MONFORT GOLD	1,266,470	Swift Brands Company
MOPAC	1,383,898	Skippack Creek Corporation
RENPRO	1,555,462	Skippack Creek Corporation
REN PLUS	1,555,464	Skippack Creek Corporation
RENCAL	1,556,495	Skippack Creek Corporation
REN PRIDE	1,556,496	Skippack Creek Corporation
RENTECH	1,557,592	Skippack Creek Corporation
CHEF'S EXCLUSIVE & DESIGN	1,620,180	Swift Brands Company
HOTEL BRAND	1,667,747	Skippack Creek Corporation
F FLAVORLAND BEEF & DESIGN	1,681,634	Swift Brands Company
GREEN RIDGE	1,700,693	Skippack Creek Corporation
WARREN ANALYTICAL LABORATORY	1,733,821	Swift Brands Company
BLUE RIBBON BEEF	1,801,327	Swift Brands Company
FING'R PICK'N CHICK'N	1,803,840	Skippack Creek Corporation
PAKERLAND PACKING	1,869,793	Skippack Creek Corporation
PP	1,906,712	Skippack Creek Corporation
SHOWCASE SUPREME	1,914,233	Skippack Creek Corporation
RENPRIME	1,974,741	Skippack Creek Corporation
SIMPLY BETTER BEEF	2,034,067	Skippack Creek Corporation
SWIFT	2,077,987	Swift Brands Company
SWIFT & COMPANY	2,112,728	Swift Brands Company
SLINDER	2,162,464	Skippack Creek Corporation
GUARANTEED TENDER BEEF	2,508,239	Swift Brands Company
GUARANTEED TENDER PORK	2,508,240	Swift Brands Company
STEAKHOUSE CLASSIC	2,595,943	Skippack Creek Corporation
BLUE RIBBON BEEF RIBBON	2,702,497	Swift Brands Company
MONFORT	2,771,029	Swift Brands Company
SWIFT & DESIGN	2,789,654	Swift Brands Company
SWIFT	2,843,674	Swift Brands Company
SWIFT & DESIGN	2,845,945	Swift Brands Company
SWIFT & COMPANY	2,854,613	Swift Brands Company
SWIFT PREMIUM	2,867,448	Swift Brands Company
SWIFT PREMIUM	2,870,219	Swift Brands Company
CEDAR RIVER FARMS NATURAL BEEF	2,918,875	Skippack Creek Corporation
SHOWCASE FOODS	2,922,945	Skippack Creek Corporation
SWIFT TRACE	2,928,296	Swift Brands Company
VISIONARY DESIGN	2,959,530	Skippack Creek Corporation
CEDAR RIVER FARMS NATURAL BEEF	2,997,821	Skippack Creek Corporation
SHOWCASE FOODS	3,005,852	Skippack Creek Corporation
SUN LAND	3,006,788	Skippack Creek Corporation
STEAKHOUSE CLASSIC	3,011,371	Skippack Creek Corporation

TRADEMARK	REG/APPL. #	OWNER
FRESH THOUGHTS	3,054,762	Swift Brands Company
SWIFT LA HERENCIA	3,064,465	Swift Brands Company
SWIFT LA HERENCIA	3,064,466	Swift Brands Company
LA HERENCIA	3,064,467	Swift Brands Company
SWIFT PREMIUM CRISP N' SERVE & Design	3,091,496	Swift Brands Company
AUTHENTIC MEXICAN MEATS IN MINUTES	3,130,797	Swift Brands Company
FLAVOR STARTER	3,178,596	Swift Brands Company
EST. 1855 BRAND CERTIFIED G. F SWIFT	3,188,265	Swift Brands Company
S & DESIGN	3,216,531	Swift Brands Company
CASE READY REDI	3,240,690	Swift Brands Company
EST. 1855 PRIME BRAND G. F SWIFT	3,248,553	Swift Brands Company
SPARED RIBS	3,308,646	Skippack Creek Corporation
CLEAR RIVER FARMS	3,386,022	Skippack Creek Corporation
CLEAR RIVER FARMS	3,386,023	Skippack Creek Corporation
SPRING CROSSING CATTLE CO.	3,393,429	Swift Brands Company
SWIFT ANGUS SELECT	3,393,451	Swift Brands Company
PORK IQ	3,518,277	Swift Brands Company
SWIFT SWIFT PREMIUM BLACK ANGUS BEEF USDA CHOICE BEEF KEEP REFRIGERATED & Design	3,526,780	Swift Brands Company
STEAKHOUSE RECIPE	3,555,179	Skippack Creek Corporation
JBS	3,555,182	Swift Brands Company
STEAKHOUSE CLASSIC	3,568,229	Skippack Creek Corporation
TEXAS HOLD'EMS	3,713,407	Skippack Creek Corporation
RITEBITE	3,716,973	Skippack Creek Corporation
CHOICE GRILLERS	3,720,272	Skippack Creek Corporation
SPARE THE RIBS	3,725,958	Skippack Creek Corporation
BLACK ANGUS BEEF STEAKHOUSE CLASSIC USDA CHOICE BLACK ANGUS BEEF	3,789,366	Skippack Creek Corporation
AMERICAN RESERVE GUARANTEED TENDER	3,822,925	Skippack Creek Corporation
CLEAR RIVER FARMS	3,865,356	Skippack Creek Corporation
STEAKHOUSE PROVISION COMPANY	77/295,381	Skippack Creek Corporation
JBS	77/301,064	Swift Brands Company
STEAKHOUSE RECIPE	77/342,693	Skippack Creek Corporation
A COMMITMENT TO QUALITY	77/384,578	Swift Brands Company
JBS PACKERLAND	77/555,202	Swift Brands Company
JBS PACKERLAND	77/555,260	Swift Brands Company
JBS	77/555,279	Swift Brands Company
5 STAR RESERVE	77/678,894	Skippack Creek Corporation
SIRLOINER	77/796,843	Skippack Creek Corporation
NATIVE AMERICAN RESERVE	77/857,641	Skippack Creek Corporation
NAKED ANGUS	78/868,173	Swift Brands Company
NAKED ANGUS	78/868,207	Swift Brands Company
THE GENETICALLY VERIFIED BLACK ANGUS BEEF	85/088,003	Swift Brands Company
LA HERENCIA	85/105,823	Swift Brands Company
SIRLOINER	965,208	Skippack Creek Corporation
FAIRVIEW FARMS	1,841,430	Swift Brands Company
GOODNATURE	3,545,404	Swift Brands Company
GOODNATURE & Design	4,528,287	Swift Brands Company
STONESIDE	3,393,152	Swift Brands Company
TENDER CHOICE	1,818,629	Swift Brands Company
TENDER CHOICE	3,026,655	Swift Brands Company
TENDER PRIDE	4,265,732	Swift Brands Company
TENDER SURE	3,812,00	Swift Brands Company

### SUCCESSOR AGENT AGREEMENT

This SUCCESSOR AGENT AGREEMENT, dated as of February 2, 2017 (this “Agreement”), is entered into among JPMORGAN CHASE BANK, N.A. (“JPM”), as Administrative Agent under the Credit Agreement as defined below (in such capacity, the “Resigning Agent”), BARCLAYS BANK PLC (“Barclays”), in its capacity as Successor Agent as defined below, the Borrower referred to below and those Lenders under the Credit Agreement which are parties hereto, which collectively constitute the Required Lenders.

Reference is made to that certain Credit Agreement, dated as of May 27, 2011 (as amended and restated by that certain First Amendment to the Credit Agreement dated as of February 22, 2013; as amended by that certain Second Amendment to Credit Agreement dated as of June 17, 2015; as amended and restated by that certain Third Amendment to Credit Agreement dated as of August 23, 2016; as amended by that certain Fourth Amendment to the Credit Agreement dated as of the date hereof and as further amended, supplemented, amended and restated or otherwise modified, the “Credit Agreement”), among JBS USA LUX S.A. (formerly known as JBS USA, LLC) (the “Borrower”), the Resigning Agent and the financial institutions party thereto from time to time, as Lenders. Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

### RECITALS

**WHEREAS**, the Resigning Agent desires to resign as Administrative Agent pursuant to Section 9.9 of the Credit Agreement;

**WHEREAS**, the Required Lenders, with the consent of the Borrower, desire to appoint Barclays to act as the successor Administrative Agent (in such capacity, the “Successor Agent”) under the Credit Agreement and the other Loan Documents; and

**WHEREAS**, the Successor Agent has agreed to accept its appointment and to serve as the Administrative Agent.

NOW, THEREFORE, the parties agree as follows:

1. Resignation.

(a) The Borrower and the other parties hereto hereby waive the requirement, pursuant to Section 9.9 of the Credit Agreement, that the Resigning Administrative Agent provide 10 days’ prior notice of its resignation as Administrative Agent under the Credit Agreement.

(b) Pursuant to Section 9.9 of the Credit Agreement, the Resigning Agent hereby resigns as Administrative Agent under the Credit Agreement and the other Loan Documents, effective upon the Effective Date (as defined below). On the Effective Date, the Resigning Agent’s rights, powers and duties (other than such rights expressly provided herein) as Administrative Agent shall be terminated, without any further act or deed on the part of the Resigning Agent or any of the parties to the Credit Agreement.

2. Appointment. Effective as of the Effective Date, (i) the Lenders party hereto hereby appoint, with the consent of the Borrower, in accordance with Section 9.9 of the Credit Agreement, the Successor Agent as the Administrative Agent under the Credit Agreement, (ii) the Successor Agent hereby accepts its appointment as the Administrative Agent under the Credit Agreement and any other Loan Documents and (iii) the Successor Agent, as the Administrative Agent, shall succeed to, and be vested with, all of the rights, powers and duties of the Administrative Agent under the Credit Agreement and any other Loan Documents.

3. Delineation of Responsibilities. The parties hereto agree that neither JPM, in its individual capacity and in its capacity as the Resigning Agent, nor any of its Affiliates, shall bear any responsibility or liability for any actions taken or omitted to be taken by the Successor Agent or otherwise under this Agreement, the Credit Agreement or the Loan Documents or the transactions contemplated hereby or thereby. The parties hereto agree that Barclays, in its individual capacity and in its capacity as the Successor Agent, shall bear no responsibility or liability for any actions taken or omitted to be taken by JPM in its capacity as the Resigning Agent or otherwise under this Agreement, the Credit Agreement, and the other Loan Documents or the transactions contemplated hereby or thereby.

4. Resigning Agent Certification. The Resigning Agent hereby certifies prior to or on the Effective Date that:

(a) Disbursement Status. The Resigning Agent has delivered to the Successor Agent a schedule, as of the Effective Date, of (A) the outstanding principal amount of the Loans and (B) the accrued and unpaid interest payable on the Loans.

(b) Documents. Schedule I hereto sets forth each Loan Document which is in the possession of the Resigning Agent or, to the knowledge of the Resigning Agent, to which the Resigning Agent is a party. Execution versions of each such Loan Document, together with all exhibits and schedules thereto which are in the possession of the Resigning Agent, have been delivered to the Successor Agent on or prior to the Effective Date. As of the Effective Date, there have been no amendments, supplements or consents to such Loan Documents to which the Resigning Agent has knowledge, except as otherwise provided to the Successor Agent.

(c) Defaults, Waivers, Reservation of Rights. Except as set forth on Schedule II hereto, the Resigning Agent has not, as of the Effective Date, (i) received from the Borrower notice of a Default or Event of Default that is, to the knowledge of the Resigning Agent, continuing under the Credit Agreement or any other Loan Document or (ii) sent any letters or notices to the Borrower or Guarantors purporting to reserve any of its rights under the Credit Agreement and the other Loan Documents.

(d) Authority. It is duly authorized to execute and perform its obligations under this Agreement.

5. Covenants of the Resigning Agent. The Resigning Agent agrees that from and after the Effective Date, it shall use commercially reasonable efforts to deliver, or cause to be delivered, promptly to the Successor Agent, copies of any written notices and other written



requests delivered by the Borrower or any Lender to the Resigning Agent after the Effective Date. It is the intention and understanding of the Resigning Agent and the Successor Agent that any exchange of information under this Agreement that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information"), whether before or after the Effective Date (i) shall not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) shall not diminish the confidentiality of the Privileged Information and (iii) shall not be asserted as a waiver of any such privilege, doctrine or rule by the Resigning Agent or the Successor Agent. The Resigning Agent makes no representation or warranty and assumes no responsibility with respect to (a) any statements, warranties or representations made in or in connection with the Credit Agreement and the other Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of, or the perfection or priority of any lien or security interest created or purported to be created under or in connection with, the Credit Agreement and the other Loan Documents or any other instrument or document furnished pursuant thereto, or (b) the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Credit Agreement, the other Loan Documents or any other instrument or document furnished pursuant thereto.

6. Covenants/Representation of the Successor Agent. The Successor Agent (i) agrees that it will, independently and without reliance upon the Resigning Agent and based on such documents and information as it shall deem appropriate at the time, continue to make its own decisions in taking or not taking action under the Credit Agreement and the other Loan Documents; and (ii) agrees to be bound by the provisions of the Credit Agreement and the other Loan Documents and will perform in accordance with its terms all the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as the Successor Agent. The Successor Agent represents and warrants that it is duly authorized to execute this Agreement and to perform its obligations under this Agreement, the Credit Agreement and the other Loan Documents.

7. Collateral. As of the Effective Date, the Resigning Agent, as the resigning Administrative Agent under the Loan Documents, hereby assigns to the Successor Agent each of the Liens and security interests granted to the Resigning Agent under the Loan Documents in its capacity as Administrative Agent, and the Successor Agent, as the new Administrative Agent under the Loan Documents, hereby assumes all such Liens and security interests, for its benefit and for the benefit of the Secured Parties.

The Borrower (on behalf of the Loan Parties) authorizes the Resigning Agent and the Successor Agent to file, amend, assign, endorse and/or execute as applicable (i) any New York UCC assignments or amendments with respect to the New York UCC financing statements, (ii) any assignments, amendments or replacements with respect to the existing Mortgages, (iii) any assignments, amendments or replacements with respect to existing intellectual property security agreements and (iv) assignments or amendments with respect to any other filings, account control agreements and certificates of title in each case in respect of the Collateral as the Resigning Agent or Successor Agent, in consultation with the Loan Parties, deems reasonably necessary or desirable (clauses (i) – (iv) collectively, the "Collateral Assignments"), in the case of each Collateral Assignment, in form and substance reasonably satisfactory to the Resigning

Agent, the Successor Agent and the Borrower to effect the replacement of the Resigning Agent, as secured party thereunder, with the Successor Agent (it being agreed that any such Collateral Assignments shall be made without any representations and/or warranties from the Resigning Agent or the Successor Agent).

On and after the Effective Date: (i) any Collateral held by the Resigning Agent (including, without limitation, any Collateral in the possession or control (as defined in the UCC) of the Resigning Agent or any agent or bailee thereof) for the benefit of the Secured Parties shall be deemed to be held by the Resigning Agent solely as sub-agent of or bailee for the Successor Agent for the benefit of the Successor Agent and the Secured Parties until such time as all Collateral Assignments have been completed and any and all consents, filings, amendments and/or supplements which may be required in connection with the transfer contemplated by this Agreement are obtained such that the Successor Agent shall be named as secured party on behalf of the Secured Parties in all New York UCC financing statements, Mortgages, intellectual property security agreements, certificates of title, account control agreements and any other filings reasonably necessary or desirable to ensure continued perfection in such Collateral on behalf of the Secured Parties; (ii) any reference to the Resigning Agent on any publicly or non-publicly filed document, to the extent such filing relates to the Liens and security interests in the Collateral assigned hereby, shall, until such filing is modified to reflect the interests of the Successor Agent with respect to such Liens and security interests, constitute a reference to the Resigning Agent as sub-agent of the Successor Agent (unless no such modification to such filing is necessary to reflect the appointment of the Successor Agent); (iii) any reference to the Resigning Agent as an additional insured and/or loss payee under any insurance (including title insurance) required to be maintained pursuant to the Loan Documents shall, until the Successor Agent is substituted as additional insured and/or loss payee thereunder, constitute a reference to the Resigning Agent as sub-agent of the Successor Agent; and (iv) any reference to the Resigning Agent in any pledge agreement, security agreement, mortgage, intellectual property security agreement, account control agreement or other Collateral Document shall, until the Successor Agent is substituted thereunder (whether by operation of law or by subsequent amendment, assignment, filing or other instrument), constitute a reference to the Resigning Agent as sub-agent of the Successor Agent, and, in each case of clauses (i), (ii), (iii) and (iv), the parties hereto agree that the Resigning Agent's role as such sub-agent shall impose no duties, obligations, or liabilities on the Resigning Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such Collateral, whether such direction comes from the Successor Agent, the Required Lenders or otherwise, and, without limiting the generality of Section 10(d) below, the Resigning Agent shall have the full benefit of the protective provisions of the Credit Agreement including, without limitation, Article 9 and Section 10.5 of the Credit Agreement while serving in such capacity. Schedule III sets forth all possessory Collateral currently possessed by the Resigning Agent. The Successor Agent agrees to take possession of any possessory collateral delivered to the Successor Agent on or after the Effective Date upon tender thereof by the Resigning Agent.

8. Further Assurances. The Borrower and the Resigning Agent agree that, following the Effective Date, the Resigning Agent shall (i) furnish, at the Borrower's expense, additional releases, amendment or termination statements, assignments, acknowledgements, such other customary documents, instruments and agreements and such other information as may be

reasonably requested by the Borrower or the Successor Agent from time to time in each case in order to effect the matters covered hereby and (ii) take such actions with respect to the Collateral as may be reasonably requested by the Borrower or the Successor Agent from time to time in order to effect the matters covered hereby; provided that any document, instrument or agreement to be furnished or executed by, or other action to be taken by, the Resigning Agent shall be reasonably satisfactory to it and shall be without any representations and/or warranties from the Resigning Agent, and the Resigning Agent shall be reasonably satisfied that the delivery of any information requested of it would not breach any confidentiality restrictions binding on it. The Borrower further agrees, with respect to each of the Loan Parties' Blocked Accounts that is not already subject to a control agreement in favor of the Resigning Agent, on or reasonably promptly following the Effective Date, to execute and deliver, and cause the relevant depository bank or securities intermediary to execute and deliver, control agreements (or amendments to such agreements reasonably satisfactory to the Successor Administrative Agent) in form and substance substantially similar to that for the ABL Facility or otherwise reasonably satisfactory to the Successor Agent and the Borrower. The Borrower shall promptly reimburse the Resigning Agent for all out-of-pocket fees, costs and expenses (including attorneys' fees) incurred by the Resigning Agent in connection with any actions taken pursuant to this Agreement and the Loan Documents, including fees, costs and expenses related to assignment fees, including any pending assignments or trades (if any), in connection with the foregoing.

9. Return of Payments.

(a) In the event that, on or after the Effective Date, the Resigning Agent receives any principal, interest or other amount owing to any Lender or the Successor Agent under any Loan Document, the Resigning Agent agrees that such payment shall be held in trust for the Successor Agent, and the Resigning Agent shall promptly return without setoff or counterclaim such payment to the Successor Agent for payment to the Person entitled thereto.

(b) In the event that, on or after the Effective Date, the Successor Agent receives any principal, interest or other amount owing to the Resigning Agent under any Loan Document, the Successor Agent agrees that such payment shall be held in trust for the Resigning Agent and the Successor Agent shall promptly return without setoff or counterclaim such payment to the Resigning Agent.

(c) Subject to Section 10(d) below, but notwithstanding any other provision herein or in any other Loan Document to the contrary, on and after the Effective Date, all payments of principal, interest, fees and other Obligations payable by the Borrower or any other Loan Parties under the Loan Documents to the Administrative Agent shall be payable to the Successor Agent as and when such amounts become due and payable pursuant to the Loan Documents.

10. Miscellaneous.

(a) Conditions to Effectiveness. This Agreement shall be effective as of the date (the "Effective Date") that the following conditions have been met: (i) the Resigning Agent and the Successor Agent shall have received this Agreement, executed and delivered by a

duly authorized officer of the Resigning Agent, the Successor Agent, the Required Lenders and the Loan Parties, respectively, (ii) the Resigning Agent or the Borrower shall have delivered to the Successor Agent a true and correct copy of the documents listed on Schedule I and (iii) the Resigning Agent shall have received from the Borrower payment of all out-of-pocket costs and expenses incurred in connection with this Agreement, any other Loan Document and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby or thereby, including the fees, disbursements and other charges of counsel to the Resigning Agent and filing and recording fees and expenses incurred by the Resigning Agent in order to effect the matters covered hereby.

(b) Representations and Warranties of the Borrower. The Borrower hereby represents and warrants that it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by any Requirement of Law.

(c) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction and the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions.

(d) Continuing Effect; No Other Waivers or Amendments. Except to the extent expressly set forth herein, this Agreement shall not constitute an amendment to or waiver of any provision of the Credit Agreement or the other Loan Documents and shall not be construed as a consent to any action on the part of any Loan Party, or any other subsidiary of any Loan Party that would require an amendment, waiver or consent of the Administrative Agent or any Lender. The provisions of the Credit Agreement and the other Loan Documents are and shall remain in full force and effect in accordance with their terms. After the Effective Date, as set forth in Section 9.9 of the Credit Agreement, the provisions of Article 9 and Section 10.5 of the Credit Agreement shall inure to the benefit of the Resigning Agent (and, as and to the extent provided therein, its officers, directors, employees, affiliates, agents, advisors and controlling persons (collectively, the "Related Parties")) as to any actions taken or omitted to be taken while it was Administrative Agent under the Credit Agreement and the other Loan Documents, and it is understood and agreed that the Successor Agent (a) shall have no responsibility or liability whatsoever for any actions taken or failures to take action in respect of the Loan Documents (including without limitation any matters relating to payments, computations and accruals) for the period prior to the Effective Date and (b) shall receive all of the benefits, indemnifications and exculpations provided for in the Credit Agreement (including without limitation under the provisions of Article 9 and Section 10.5) that are stated therein to apply to the Administrative Agent from and after the Effective Date; it being understood and agreed that none of the Resigning Agent nor any of its Related Parties shall have any liability (express or implied) by operation of preceding clauses (a) and (b). The Resigning Agent shall retain all claims and rights to indemnification under the Credit Agreement and the other Loan Documents for acts, omissions, events or circumstances occurring or existing on or prior to the Effective Date in its

capacity as Resigning Agent under the Credit Agreement and the other Loan Documents. The Borrower shall promptly reimburse the Resigning Agent following written demand for all out-of-pocket costs and expenses incurred by the Resigning Agent in connection with any actions taken pursuant to this Agreement.

(e) Indemnification. The provisions of Article 9 and Section 10.5 of the Credit Agreement shall inure to the benefit of the Resigning Agent and its Related Parties as to any actions taken or omitted to be taken pursuant to, or in connection with, this Agreement.

(f) Loan Documents. The parties hereto hereby agree that this Agreement shall constitute a Loan Document, and the Loan Parties' obligations hereunder shall constitute Obligations.

(g) Notice.

(i) The following address is to be used for purposes of communications to the Successor Agent pursuant to the Credit Agreement or the other Loan Documents:

Notices (other than Requests for Extensions of Credit):  
Barclays Bank PLC  
Bank Debt Management Group  
745 Seventh Avenue  
New York, NY 10019  
Attn: JBS Portfolio Manager: Graeme Palmer  
Tel: 212-526-4650  
Facsimile: 212-526-5115  
Email: [graeme.xa.palmer@barclays.com](mailto:graeme.xa.palmer@barclays.com)

As of the Effective Date, the Successor Agent has provided its account details to the Borrower.

(ii) The following address is to be used for any communications from the Successor Agent to the Resigning Agent in connection with this Agreement, the Credit Agreement or the other Loan Documents:

JPMORGAN CHASE BANK, N.A.  
1111 Fannin Floor 10  
Houston TX 77002  
Attention: Lydia Gomez  
Telecopy: 713-750-2223  
Telephone: 713-750-2531

(h) Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an

executed signature page of this Agreement by email or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

(i) GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(j) Submission to Jurisdiction; Waiver of Jury Trial; Waivers. The provisions of Sections 10.12 and 10.16 of the Credit Agreement shall apply to this Agreement to the same extent as if fully set forth herein.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first above written.

THE RESIGNING AGENT

JPMORGAN CHASE BANK, N.A., as the  
Resigning Agent

By: \_\_\_\_\_


Name:

Title: Christophe Vohmann  
Executive Director

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

**THE SUCCESSOR AGENT**

**BARCLAYS BANK PLC, as the Successor Agent**

By: 

Name: Ritam Bhalla


Title: Director

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]



**THE BORROWER**

JBS USA LUX S.A. (formerly JBS USA,  
LLC), as Borrower

By:   
Name: ~~Khalil Kaddissi~~ Jose Jardim  
Title: Manager *A*

[Signature Page To Successor Agent Agreement]

**LENDERS**

BARCLAYS BANK PLC

By: 

Name: Ritam Bhalla

Title: Director

[SIGNATURE PAGE TO SUCCESSOR AGENT AGREEMENT]

## SCHEDULE I

1. Credit Agreement, dated as of May 27, 2011 (the “**Credit Agreement**”), among JBS USA Lux S.A. (formerly known as JBS USA, LLC) (the “**Borrower**”), the several banks and other financial institutions or entities from time to time party thereto (the “**Lenders**”), Banco Bradesco BBI S.A., Banco Santander SA, New York Branch and Credit Suisse Securities (USA) LLC as co-documentation agents and bookrunners, Bank of America, N.A. and BMO Capital Markets Corp. as co-syndication agents and bookrunners and JPMorgan Chase Bank, N.A., as administrative agent (the “**Administrative Agent**”).
2. The Guarantee and Collateral Agreement, dated as of May 27, 2011, made by JBS USA Holding Lux S.a.r.l. (formerly known as JBS USA Holdings, Inc.) (“**Holdings**”), the Borrower, and certain subsidiaries of the Borrower.
3. The Parent Guarantee, dated as of May 27, 2011, made by JBS, S.A..
4. Intercreditor Agreement dated as of June 30, 2011 (the “**Intercreditor Agreement**”), among the Borrower, Holdings, certain subsidiaries of the Borrower party thereto from time to time, Bank of America, N.A., in its capacity as Revolving Credit Administrative Agent and Revolving Credit Collateral Agent (in each case, as defined therein), JPMorgan, in its capacity as Initial Fixed Asset Administrative Agent and Initial Fixed Asset Collateral Agent (in each case, as defined therein) and each other agent party thereto from time to time.
5. First Amendment, dated as of February 22, 2013, to the Credit Agreement.
6. Increased Facility Activation Notice, dated as of September 18, 2013.
7. Joinder No. 1, dated as of August 15, 2014, to the Intercreditor Agreement.
8. The Guarantee dated as of May 20, 2015, made by each of JBS Global Luxembourg S.À R.L., JBS Holding Luxembourg S.À R.L. and Burcher Pty Limited, in favor of JPMorgan Chase Bank, N.A.
9. Second Amendment, dated as of June 17, 2015, to the Credit Agreement.
10. Increased Facility Activation Notice, dated as of October 30, 2015.
11. The Assumption Agreement, dated as of October 30, 2015, made by Cargill Pork, LLC, in favor of JPMorgan Chase Bank, N.A.
12. Joinder Agreement No. 2, dated as of October 30, 2015, to the Intercreditor Agreement dated as of June 30, 2011, among the Borrower, Holdings, Bank of America, N.A., and JPMorgan Chase Bank, N.A.
13. Assumption Agreement, dated as of December 24, 2015, made by JBS USA Food Company Holdings and JBS USA Food Company, in favor of JPMorgan Chase Bank, N.A.
14. Assumption Agreement, dated as of December 24, 2015, made by JBS Ansembourg Holding S.à r.l and JBS Luxembourg S.à r.l., in favor of JPMorgan Chase Bank, N.A.

15. Joinder Agreement No. 3, dated as of December 24, 2015, to the Intercreditor Agreement dated as of June 30, 2011, among the Borrower, Holdings, Bank of America, N.A., and JPMorgan Chase Bank, N.A.
16. Share Pledge Agreement, dated as of December 24, 2015, between JBS Luxembourg S.À R.L., JPMorgan Chase Bank, N.A., JBS Aspelt S.À R.L., and Packerland Distribution S.À R.L.
17. Share Pledge Agreement, dated as of December 24, 2015, between JBS Ansembourg Holding S.À R.L., JPMorgan Chase Bank, N.A., JBS Luxembourg S.À R.L., and JBS Berg S.À R.L.
18. Share Pledge Agreement, dated as of December 24, 2015, between JBS USA Holding Lux S.À R.L., JPMorgan Chase Bank, N.A., JBA USA Lux S.A.
19. Share Pledge Agreement, dated as of December 24, 2015, between JBA USA Lux S.A., JPMorgan Chase Bank, N.A., and JBS Ansembourg Holding S.À R.L.
20. Second Ranking Share Pledge Agreement, dated as of December 24, 2015, between JBS Ansembourg Holding S.À R.L., Bank of America, N.A., JPMorgan Chase Bank, N.A., JBS Luxembourg S.À R.L., and JBS Berg S.À R.L.
21. Second Ranking Share Pledge Agreement, dated as of December 24, 2015, between JBS USA Holding Lux S.À R.L., Bank of America, N.A., JPMorgan Chase Bank, N.A., JBA USA Lux S.A.
22. Second Ranking Share Pledge Agreement, dated as of December 24, 2015, between JBA USA Lux S.A., Bank of America, N.A., JPMorgan Chase Bank, N.A., and JBS Ansembourg Holding S.À R.L.
23. Second Ranking Share Pledge Agreement, dated as of December 24, 2015, between JBS Luxembourg S.À R.L., Bank of America, N.A., JPMorgan Chase Bank, N.A., JBS Aspelt S.À R.L., and Packerland Distribution S.À R.L.
24. Term Note, dated January 26, 2016, between the Borrower and The Bank of East Asia, Limited, New York Branch.
25. Third Amendment, dated as of August 23, 2016, to the Credit Agreement.
26. Deed of Trust for 651 S. 91 Ave, Tolleson, Maricopa County, Arizona, by JBS Tolleson, Inc.
27. Deed of Trust for 800 N. 8th, Greely, Weld County, Colorado, by Swift Beef Company.
28. Mortgage for Beardstown Pork Processing Plant, 8295 Arenzville Road, Cass County, Beardstown, Illinois, by Swift Pork Company.
29. Mortgage for 402 North 10th Ave., Marshalltown, Marshall County, Iowa, by Swift Pork Company.
30. Mortgage for Ottumwa Pork Processing Plant, 600 South Iowa Avenue, Wapello County, Ottumwa, Iowa, by Swift Pork Company.
31. Mortgage for 1200 Story Ave, Louisville, Jefferson County, Kentucky, by Swift Pork Company.

32. Mortgage for 11 Eleventh St., Kalamazoo, Kalamazoo/Allegan County, Michigan by JBS Plainwell, Inc.
33. Mortgage for 35 Eleventh St., Kalamazoo, Kalamazoo/Allegan County, Michigan by JBS Plainwell, Inc.
34. Open-End Deed of Trust for 555 S. Stuhr Rd., Grand Island, Hall County, Nebraska, by Swift Beef Company.
35. Open-End Deed of Trust for 3435 Edward Babe Gomez Ave., and 4902 S. 33<sup>rd</sup> Street, Omaha, Douglas County, Nebraska, by Swift Beef Company.
36. Open-End Lease for 249 Allentown Rd., Souderton, Montgomery County, Pennsylvania, by Moyer Distribution LLC.
37. Mortgage for 741 Souder Rd., Souderton, Montgomery County, Pennsylvania, by JBS Souderton, Inc.
38. Deed of Trust for Dalhart Hog Farm Operation and Feed Mill, 13301 US Highway 87, Dalhart and Hartley Counties, Texas, by JBS Live Pork, LLC.
39. Deed of Trust for 410 North 200 West, Hyrum, Cache County, Utah, by Swift Beef Company.
40. Mortgage for 1330 Lime Kiln Road, Green Bay, Brown County, Wisconsin, by JBS Green Bay, Inc.
41. Mortgage for 1700 Hwy 60 NE, Worthington, Nobles County, Minnesota by Swift Pork Company.
42. Open-End Mortgage for 249 Allentown Rd., Souderton, Montgomery County, Pennsylvania, by JBS Souderton, Inc.
43. Deed of Trust for US Highway 287 N, Cactus, Moore County, Texas by Swift Beef Company.

**SCHEDULE II**

None.

**SCHEDULE III**

<b>Collateral Type</b>	<b>Collateral Description</b>
Pledged/Subordinated Note	Promissory Note dated 12/29/2008 issued by JBS Souderton, Inc. to JBS USA, LLC for \$95,000,000.
Pledged/Subordinated Note	Orig. Promissory Note dated December 29,2008 issued by Swift Beef Company to JBS USA LLC for \$620,000,000.
Pledged/Subordinated Note	Orig. Promissory Note dated December 29,2008 issued by Swift Pork Company to JBS USA LLC for \$180,000,000.
Pledged/Subordinated Note	Orig. Promissory note dated 05/04/2010 issued by Swift Australia Pty Ltd. (n/k/a JBS Australia Pty Limited) to JBS USA, LLC for \$250,000,000.
Pledged/Subordinated Note	Original No \$ Global Intercompany Note among the Borrower and its Restricted Subsidiaries dated 05/27/2011.
Securities - Stocks (Certificated)	1,000 shares Swift Brands Company, cert no, 3, reg: JBS USA, LLC CUSIP 870996998 w/power.
Securities - Stocks (Certificated)	1,000 shares Swift Beef Company, cert no, 3, reg: JBS USA, LLC CUSIP 870996543 w/power.
Securities - Stocks (Certificated)	1,000 shares Swift Pork Company, cert no, 3, reg: JBS USA, LLC CUSIP 870995842 with power.
Securities - Stocks (Certificated)	1,000 shares S&C Resale Company, cert no, 2, reg: JBS USA, LLC CUSIP 785994872 with power.
Securities - Stocks (Certificated)	50,000 shares Miller Bros. Co., Inc., cert no, 11, reg: Swift Beef Company CUSIP 600998991 with power
Securities - Stocks (Certificated)	50,000 shares Swift & Company International Sales Corporation cert no. 4, reg: Swift Beef Company CUSIP 870998994 w/power.
Securities - Stocks (Certificated)	100 shares MOPAC of Virginia, Inc. cert no. 2, reg: JBS Souderton, Inc., CUSIP H55995841 with power.
Securities - Stocks (Certificated)	562 shares Skippack Creek Corporation, cert no. 4, reg: JBS Green Bay, Inc., CUSIP 83099W016 with power.
Securities - Stocks (Certificated)	397,800 shares JBS Tolleson, Inc. cert no. 14 reg: JBS Green Bay, Inc., CUSIP 466999836 with power.
Securities - Stocks (Certificated)	1,000 shares JBS Green Bay, Inc. cert no. 2, reg: JBS Packerland, Inc., CUSIP 466999893 with power.
Securities - Stocks (Certificated)	1,000 shares JBS Plainwell, Inc. cert no. 2, reg: JBS Green Bay, Inc., CUSIP 466996071 with power.
Securities - Stocks (Certificated)	100 shares Cattle Production Systems, Inc. cert no. 2, reg: JBS Packerland, Inc., CUSIP 149991267 with power.
Securities - Stocks (Certificated)	100 shares JBS Souderton, Inc. cert no. 2, reg: JBS Packerland, Inc., CUSIP 466999786 with power.
Securities - Stocks (Certificated)	1,000 shares JBS Packerland, Inc. cert no. 2, reg: JBS USA, LLC, CUSIP 466999745 with power.
Securities - Stocks (Certificated)	1,000 shares JBS Carriers, Inc. cert no. 2, reg: JBS Green Bay, Inc., CUSIP 466999562 with power
Securities - Stocks (Certificated)	3,000 shares JBS USA Finance, Inc. cert no. 1, reg: JBS USA, LLC, CUSIP 466999570 with power
Securities - Stocks (Certificated)	32,499 Series I shares Swift Refrigerated Foods, S.A. DE C.V. cert no. 6, reg: JBS USA, LLC, CUSIP 870999539 with power & endorsement.
Securities - Stocks (Certificated)	1,000 shares Skippack Creek Corporation, cert no. 5, reg: JBS Souderton, Inc., CUSIP 83099W016 with power.