

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493776

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		10/12/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	SWIFT BRANDS COMPANY
Street Address:	1770 Promontory Circle
City:	Greeley
State/Country:	COLORADO
Postal Code:	80634
Entity Type:	Corporation: DELAWARE
Name:	SKIPPACK CREEK CORPORATION
Street Address:	1770 Promontory Circle
City:	Greeley
State/Country:	COLORADO
Postal Code:	80634
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 92

Property Type	Number	Word Mark
Registration Number:	1032419	MOPAC
Registration Number:	1202187	MONFORT
Registration Number:	1208732	SWIFT
Registration Number:	1220175	SWIFT
Registration Number:	1221069	SWIFT PREMIUM
Registration Number:	1221947	M
Registration Number:	1253874	MONFORT GOLD
Registration Number:	1266470	MONFORT GOLD
Registration Number:	1383898	MOPAC
Registration Number:	1555462	RENPRO
Registration Number:	1555464	REN PLUS
Registration Number:	1556495	RENCAL
Registration Number:	1556496	REN PRIDE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1557592	RENTECH
Registration Number:	1620180	CHEF'S EXCLUSIVE
Registration Number:	1667747	HOTEL BRAND
Registration Number:	1681634	F FLAVORLAND BEEF
Registration Number:	1700693	GREEN RIDGE
Registration Number:	1733821	WARREN ANALYTICAL LABORATORY
Registration Number:	1801327	BLUE RIBBON BEEF
Registration Number:	1803840	FING'R-PICK'N-CHICK'N
Registration Number:	1869793	PACKERLAND PACKING
Registration Number:	1906712	PP
Registration Number:	1914233	SHOWCASE SUPREME
Registration Number:	1974741	RENPRIME
Registration Number:	2034067	SIMPLY BETTER BEEF
Registration Number:	2077987	SWIFT
Registration Number:	2112728	SWIFT & COMPANY
Registration Number:	2162464	SLINDER
Registration Number:	2508239	GUARANTEED TENDER BEEF
Registration Number:	2508240	GUARANTEED TENDER PORK
Registration Number:	2563789	CALFSOURCE
Registration Number:	2595943	STEAKHOUSE CLASSIC
Registration Number:	2702497	
Registration Number:	2771029	MONFORT
Registration Number:	2789654	SWIFT
Registration Number:	2843674	SWIFT
Registration Number:	2845945	SWIFT
Registration Number:	2854613	SWIFT & COMPANY
Registration Number:	2867448	SWIFT PREMIUM
Registration Number:	2870219	SWIFT PREMIUM
Registration Number:	2918875	CEDAR RIVER FARMS NATURAL BEEF
Registration Number:	2922945	SHOWCASE FOODS
Registration Number:	2928296	SWIFT TRACE
Registration Number:	2959530	VISIONARY DESIGN
Registration Number:	2997821	CEDAR RIVER FARMS NATURAL BEEF
Registration Number:	3005852	SHOWCASE FOODS
Registration Number:	3006788	SUN LAND
Registration Number:	3011371	STEAKHOUSE CLASSIC
Registration Number:	3054762	FRESH THOUGHTS
Registration Number:	3064465	SWIFT LA HERENCIA

Property Type	Number	Word Mark
Registration Number:	3064466	SWIFT LA HERENCIA
Registration Number:	3064467	LA HERENCIA
Registration Number:	3091496	SWIFT SWIFT PREMIUM CRISP'N SERVE
Registration Number:	3130797	AUTHENTIC MEXICAN MEATS IN MINUTES
Registration Number:	3178596	FLAVOR STARTER
Registration Number:	3188265	EST. 1855 BRAND CERTIFIED G. F SWIFT
Registration Number:	3216531	S
Registration Number:	3240690	CASE READY RED I
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

Property Type	Number	Word Mark
Serial Number:	85088003	THE GENETICALLY VERIFIED BLACK ANGUS BEE
Serial Number:	85105823	LA HERENCIA
Registration Number:	0965208	SIRLOINER

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/s/
DATE SIGNED:	10/12/2018

Total Attachments: 7

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

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

WHEREAS, JBS USA, LLC (the "U.S. Borrower"), JBS AUSTRALIA PTY LIMITED, the other Loan Parties, the several banks and other financial institutions or entities (the "JBS Lenders") and JPMORGAN CHASE BANK, NA., as administrative agent ("JP Morgan") for the JBS Lenders entered into a Second Amended and Restated Revolving Syndicated Facility, dated as of June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Amended Credit Agreement");

WHEREAS, in connection with the Second Amended Credit Agreement, SWIFT BRANDS COMPANY and SKIPPACK CREEK CORPORATION (collectively, the "Grantors") and certain affiliates of the Grantors entered into the Security Agreement (Other Collateral) dated June 30, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Existing Security Agreement (Other Collateral)") in favor of JP Morgan for the ratable benefit of the Secured Parties (as defined in the Second Amended Credit Agreement) pursuant to which the Grantors granted to JP Morgan a security interest in, among other property, certain trademarks and trademark applications of the Grantors;

WHEREAS, pursuant to the terms and conditions of the Existing Security Agreement (Other Collateral), the Grantors entered into the Short-Form Trademark Security Agreement dated June 30, 2011 (as amended, amended and restated supplemented or otherwise modified from time to time, the "Trademark Security Agreement") and recorded the Trademark Security Agreement on July 1, 2011 with the United States Patent and Trademark Office at Reel 4574 and Frame 0066 (together with the Existing Security Agreement (Other Collateral), the "Existing Security Agreements"), pursuant to which the Grantors granted to JP Morgan for the ratable benefit of the Secured Parties (as defined in the Second Amended Credit Agreement) a security interest in all of Grantors' right, title and interest in and to the following (the "Trademark Collateral");

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest was granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(ii) all Proceeds and products of the Trademarks; and

(iii) 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, JP Morgan and Assignor, in its capacity as successor Administrative Agent and the other parties thereto have entered into the Resignation and Appointment of Successor Agent and Australian Successor Agent Agreement dated as of August 15, 2014 (the "Substitution Agreement"), whereby JP Morgan transferred to Assignor all rights under the Existing Security Agreements;

WHEREAS, JP Morgan, Assignor, U.S. Borrower and the Grantors entered into that certain Trademark Security Agreement (the "Substitution Trademark Security Agreement") in order to confirm JP Morgan's transfer of its rights under the Existing Security Agreements to Assignor and that Assignor obtained from JP Morgan all JP Morgan's rights under the Existing Security Agreements including the secured rights in the Trademark Collateral. Pursuant to the Substitution Trademark Security Agreement, JP Morgan assigned, transferred, and set over to Assignor, JP Morgan's entire right, title and interest in, to and under the Existing Security Agreements and to JP Morgan's security interest in and to the Trademark Collateral, including but not limited to the trademarks and trademark applications on Schedule A, for Assignor's own use and enjoyment, and for the use and enjoyment of Assignor's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by JP Morgan as if the Substitution Trademark Security Agreement had not been made, together with all income, royalties, damages or payments due or payable as of the date thereof or thereafter;

WHEREAS, the Substitution Trademark Security Agreement was recorded on October 30, 2014 with the United States Patent and Trademark Office at Reel 5417 and Frame 0429;

WHEREAS, Grantors, certain affiliates of Grantors and Assignor have entered into the Amended and Restated Security Agreement (Other Collateral) (the "Amended Security Agreement"), dated as of August 15, 2014, pursuant to which the Grantors have reaffirmed their grant to Assignor, as successor Administrative Agent, of a continuing security interest in, among other collateral, the Trademark Collateral; and

WHEREAS, the Assignor and the Assignees desire that the Assignor terminate, release, and discharge fully its security interest in, all right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A 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:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Trademark Security Agreement, Substitution Trademarks Security Agreement and the Amended Security Agreement, as applicable, and used herein have the meaning given to them in the Trademark Security Agreement, Substitution Trademarks Security Agreement and the Amended Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Assignor hereby terminates, releases and discharges fully its security interest in the Trademark Collateral, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto, and reassigns and transfers any right, title and interest that the Assignor may have in the Trademark Collateral to the Assignees. The Assignor hereby acknowledges and agrees that the Substitution Trademark Security Agreement is terminated.

SECTION 3. Recordation. The Assignor hereby authorizes the Assignees or the Assignees' 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 Trademark Collateral, and/or (iii) otherwise record or file this Release in the applicable governmental office or agency.

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


SECTION 5. Execution in Counterparts. 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. Governing Law. **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 Trademarks as of the date written above.

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

By: 

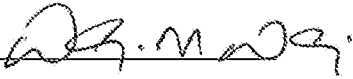
Name: Galina Evelson

Title: Vice President

{Signature Page to Release of Security Interest in Trademarks}

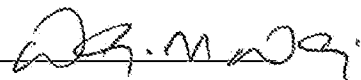
TRADEMARK
REEL: 006455 FRAME: 0968

SWIFT BRANDS COMPANY,
as Assignee

By: 

Name: Denilson Molina
Title: Chief Financial Officer

SKIPPACK CREEK CORPORATION,
as Assignee

By: 

Name: Denilson Molina
Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006455 FRAME: 0969

Schedule A
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

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	1,555,463	Skippack Creek Corporation
REN PLUS	1,555,464	Skippack Creek Corporation
RENCAL	1,556,485	Skippack Creek Corporation
REN PRIDE	1,558,496	Skippack Creek Corporation
RENTECH	1,557,597	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
FINGER PICK'N CHICK'N	1,803,840	Skippack Creek Corporation
PAKERLAND PACKING	1,869,793	Skippack Creek Corporation
PP	1,966,712	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
CALFSOURCE	2,563,789	Skippack Creek Corporation
STEAKHOUSE CLASSIC	2,595,943	Skippack Creek Corporation
BLUE RIBBON BEEF RIBBON	2,703,497	Swift Brands Company
MONFORT	2,771,029	Swift Brands Company
SWIFT & DESIGN	2,789,634	Swift Brands Company
SWIFT	2,843,674	Swift Brands Company
SWIFT & DESIGN	2,843,945	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	3,005,853	Skippack Creek Corporation

TRADEMARK	REG./APPL. #	OWNER
SUNLAND	3,008,788	Skippack Creek Corporation
STEAKHOUSE CLASSIC	3,011,371	Skippack Creek Corporation
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
LA HERENCIA	3,064,467	Swift Brands Company
SWIFT PREMIUM CRISP N' SERVE & Design	3,091,408	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	3,188,285	Swift Brands Company
S & DESIGN	3,216,531	Swift Brands Company
CASE READY RED	3,240,690	Swift Brands Company
EST. 1855 PRIME BRAND G. F. SWIFT	3,248,553	Swift Brands Company
SPARE RIBS	3,308,646	Skippack Creek Corporation
CLEAR RIVER FARMS	3,388,023	Skippack Creek Corporation
CLEAR RIVER FARMS	3,388,023	Skippack Creek Corporation
SPRING CROSSING CATTLE CO.	3,393,439	Swift Brands Company
SWIFT ANGUS SELECT	3,393,451	Swift Brands Company
PORK IO	3,518,277	Swift Brands Company
SWIFT SWIFT PREMIUM BLACK ANGUS BEEF USDA CHOICE BEEF KEEP REFRIGERATED & Design	3,528,780	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
RUTEBITE	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	5,827,925	Skippack Creek Corporation
CLEAR RIVER FARMS	3,863,356	Skippack Creek Corporation
STEAKHOUSE PROVISION COMPANY	77,295,381	Skippack Creek Corporation
JBS	77,501,064	Swift Brands Company
STEAKHOUSE RECIPE	77,847,693	Skippack Creek Corporation
A COMMITMENT TO QUALITY	77,584,578	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	85,105,813	Swift Brands Company
SIRLOINER	865,298	Skippack Creek Corporation