

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7009157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS
CONVEYING PARTY DATA	
Name	Execution Date
BANK OF AMERICA, N.A., AS COLLATERAL AGENT	11/04/2021
RECEIVING PARTY DATA	
Name:	KEMIN FOODS, L.C.
Street Address:	2100 MAURY STREET
City:	DES MOINES
State/Country:	IOWA
Postal Code:	50317
Name:	KEMIN INDUSTRIES, INC.
Street Address:	2100 MAURY STREET
City:	DES MOINES
State/Country:	IOWA
Postal Code:	50317
Name:	KEMIN HOLDINGS, L.C.
Street Address:	2100 MAURY STREET
City:	DES MOINES
State/Country:	IOWA
Postal Code:	50317
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9986749
CORRESPONDENCE DATA	
Fax Number:	(704)331-1159
<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:	7043311000
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	100 NORTH TRYON STREET
Address Line 2:	SUITE 4700
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202-4003

PATENT

ATTORNEY DOCKET NUMBER:	327000.027152
NAME OF SUBMITTER:	JOHN SLAUGHTER
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/05/2021

Total Attachments: 6

source=T&R of SI-P from BOA, N.A., as Collateral Agent to Kemin Foods, Kemin Industries & Kemin Holdings#page1.tif

source=T&R of SI-P from BOA, N.A., as Collateral Agent to Kemin Foods, Kemin Industries & Kemin Holdings#page2.tif

source=T&R of SI-P from BOA, N.A., as Collateral Agent to Kemin Foods, Kemin Industries & Kemin Holdings#page3.tif

source=T&R of SI-P from BOA, N.A., as Collateral Agent to Kemin Foods, Kemin Industries & Kemin Holdings#page4.tif

source=T&R of SI-P from BOA, N.A., as Collateral Agent to Kemin Foods, Kemin Industries & Kemin Holdings#page5.tif

source=T&R of SI-P from BOA, N.A., as Collateral Agent to Kemin Foods, Kemin Industries & Kemin Holdings#page6.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**, dated as of November 4, 2021 (“Release”), is made by Bank of America, N.A., as Collateral Agent (“Collateral Agent”) pursuant to that certain Amended and Restated Security Agreement dated as of July 9, 2021 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) in favor of Kemin Foods, L.C., an Iowa limited liability company, Kemin Industries, Inc., an Iowa corporation, and Kemin Holdings, L.C., an Iowa limited liability company (each a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Benefited Parties, a security interest in all of such Grantor’s right, title and interest in and to Patents, including patents and patent applications listed on Schedule A attached hereto (“Patent Collateral”);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to Collateral Agent, for the benefit of the Benefited Parties, the IP Supplement (Patents) dated as of November 4, 2013 and recorded at the USPTO on November 11, 2013 at Reel 031615 Frame 0812 (“Supplement”, together with the Grant referenced therein, the “Notices”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent, on behalf of the Benefited Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notices.

SECTION 2. Termination and Release. Collateral Agent, on behalf of the Benefited Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the security interest in Grantor’s right, title, and interest in and to solely the Patent Collateral listed on Schedule A attached hereto (“Specified Collateral”), granted pursuant to the Security Agreement or Notices; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

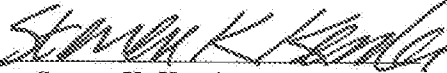
SECTION 3. Representations and Warranties: No Default or Event of Default. The Grantor hereby represents and warrants that (a) the assignment of the Specified Collateral is permitted under the Fourth Amended and Restated Credit Agreement dated as of July 9, 2021 among the Grantors, Collateral Agent, and others party thereto (“Credit Agreement”) and (b) no Default or Event of Default has occurred and is continuing or would result from the assignment of the Specified Collateral. The Grantor acknowledges and agrees that any representation or warranty made in this Release that is false or misleading in any material respect shall be an Event of Default under Section 8.01 of the Credit Agreement.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Benefited Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: 

Name: Steven K. Kessler

Title: Senior Vice President

Acknowledged and Agreed
as of the date first written above:

KEMIN FOODS, L.C.,
an Iowa limited liability company

By: _____
Name: _____
Title: _____

KEMIN INDUSTRIES, INC.,
an Iowa corporation

By: _____
Name: _____
Title: _____

KEMIN HOLDINGS, L.C.,
an Iowa limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Collateral Agent, on behalf of the Benefited Parties, has caused this Termination and Release of Security Interest in Patents to be duly executed as of the date first set forth above.

Collateral Agent:

Bank of America, N.A., as Collateral Agent

By: _____
Name: _____
Title: _____

Acknowledged and Agreed
as of the date first written above:

KEMIN FOODS, L.C.,
an Iowa limited liability company

By: Elizabeth A. Nelson
Name: Elizabeth A. Nelson
Title: Secretary

KEMIN INDUSTRIES, INC.,
an Iowa corporation

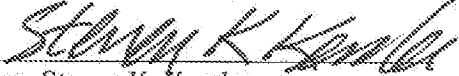
By: Elizabeth A. Nelson
Name: Elizabeth A. Nelson
Title: Secretary

KEMIN HOLDINGS, L.C.,
an Iowa limited liability company

By: Elizabeth A. Nelson
Name: Elizabeth A. Nelson
Title: Secretary

Consented to and Agreed
as of the date first written above:

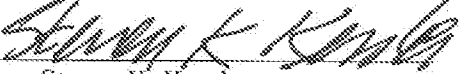
BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: Steven K. Kessler

Title: Senior Vice President

BANK OF AMERICA, N.A., as Lender

By: 

Name: Steven K. Kessler

Title: Senior Vice President

Consented to and Agreed as of the date first written above solely for purposes of directing the Collateral Agent to release the Lien on the Specified Collateral and not for any other purpose (including, without limitation, consenting to the transfer of the Specified Collateral by any Grantor or the waiver of any Default or Event of Default under the Senior Note Agreement relating thereto):

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA, as a Senior Noteholder
PRUDENTIAL RETIREMENT INSURANCE AND
ANNUITY COMPANY, as a Senior Noteholder
PRUDENTIAL ARIZONA REINSURANCE
CAPTIVE COMPANY, as a Senior Noteholder

By: PGIM, Inc. (as Investment Manager)

By:  *for*
Vice President

PRIVATE PLACEMENT TRUST INVESTORS,
LLC, as a Senior Noteholder

By: PGIM Private Placement Investors, L.P.
(as Managing Member)

By: PGIM Private Placement Investors, Inc.
(as its General Partner)

By:  *for*
Vice President

THE LINCOLN NATIONAL LIFE
INSURANCE COMPANY, as a Senior Noteholder
UNITED INSURANCE COMPANY OF
AMERICA, as a Senior Noteholder
UNITED OF OMAHA LIFE INSURANCE
COMPANY, as a Senior Noteholder
WILLIAM PENN LIFE INSURANCE COMPANY
OF NEW YORK, as a Senior Noteholder
PHYSICIANS MUTUAL INSURANCE
COMPANY, as a Senior Noteholder

By: PGIM Private Placement Investors, L.P.
(as Investment Advisor)

By: PGIM Private Placement Investors, Inc.
(as its General Partner)

By:  *for*
Vice President

Schedule A

U.S. Patent

Issued Patent

Title	Patent No.	Issue Date
METHOD OF PROTECTING ACTIVE INGREDIENTS FROM DEGRADATION DURING PELLETING	9986749	06/05/18