

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DARLING INGREDIENTS INC.		10/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5884782	DARLING INGREDIENTS	
Registration Number:	5884783	DARLING INGREDIENTS	
Registration Number:	5884784	DARLING INGREDIENTS	
Registration Number:	5884785	DARLING INGREDIENTS	
Registration Number:	5890205	DARLING INGREDIENTS	
Registration Number:	5890206	DARLING INGREDIENTS	
Registration Number:	5901806	DARLING INGREDIENTS	
Registration Number:	5895494	DARLING INGREDIENTS INC.	
Registration Number:	5895495	DARLING INGREDIENTS INC.	
Registration Number:	6005500	DARLING INGREDIENTS INC.	
Registration Number:	5895496	DARLING INGREDIENTS INC.	
Registration Number:	5367284	DAR PRO	
Registration Number:	5081513	DAR PRO	
Registration Number:	5077397	DAR PRO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			

CH \$365.00 5884782

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 10/30/2020

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 23, 2020 is made by DARLING INGREDIENTS INC., a Delaware corporation, located at 5601 N. MacArthur Blvd. Irving, Texas, 75038 (the "Debtor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of January 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Debtor, the other Borrowers party thereto, the Lenders party thereto from time to time, the agents party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered the Third Amended and Restated Security Agreement, dated as of September 18, 2020, in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Debtor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property included in the Collateral, including the Trademarks included in the Collateral; and

WHEREAS, the Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Subject to Section 2.1 of the Security Agreement, Debtor hereby pledges and grants a continuing security interest in all of the Debtor's right, title and interest in, to and under the Trademarks owned by such Debtor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent

for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Debtor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which will be deemed an original, but all of which when taken together constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email or other electronic means (including a “.pdf” or “.tif” file) shall be effective as delivery of a manually executed counterpart of this Agreement.

(Remainder of the page intentionally left blank)

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

DEBTOR:

DARLING INGREDIENTS INC.



By: _____

Name: Martijn van Steenpaal

Title: Vice President and Treasurer

AGENT:

JPMORGAN CHASE BANK, N.A., as the Agent for
the Secured Parties



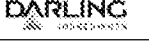

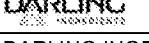
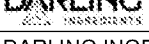
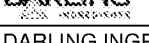


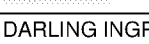

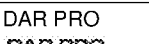


By: 

Name: Alexander Vardaman

Title: Authorized Signatory

Schedule A

Registered Trademarks

<u>No.</u>	<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	Darling Ingredients Inc.	DARLING INGREDIENTS 	5884782	October 15, 2019
2.	Darling Ingredients Inc.	DARLING INGREDIENTS 	5884783	October 15, 2019
3.	Darling Ingredients Inc.	DARLING INGREDIENTS 	5884784	October 15, 2019
4.	Darling Ingredients Inc.	DARLING INGREDIENTS 	5884785	October 15, 2019
5.	Darling Ingredients Inc.	DARLING INGREDIENTS 	5890205	October 22, 2019
6.	Darling Ingredients Inc.	DARLING INGREDIENTS 	5890206	October 22, 2019
7.	Darling Ingredients Inc.	DARLING INGREDIENTS 	5901806	November 5, 2019
8.	Darling Ingredients Inc.	DARLING INGREDIENTS INC. 	5895494	October 29, 2019
9.	Darling Ingredients Inc.	DARLING INGREDIENTS INC. 	5895495	October 29, 2019
10.	Darling Ingredients Inc.	DARLING INGREDIENTS INC. 	6005500	March 10, 2020
11.	Darling Ingredients Inc.	DARLING INGREDIENTS INC. 	5895496	October 29, 2019
12.	Darling Ingredients Inc.	DAR PRO 	5367284	January 2, 2018
13.	Darling Ingredients Inc.	DAR PRO 	5081513	November 15, 2016
14.	Darling Ingredients Inc.	DAR PRO 	5077397	November 8, 2016