

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marengo Fabricated Steel LTD		12/21/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Darling Ingredients Inc.		
Street Address:	5601 N. MacArthur Blvd.		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75038		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4883149	TANKOPTIX	
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>			
Phone:	2149813300		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Ave		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	58905-10220		
NAME OF SUBMITTER:	Lauren G. Grau		
SIGNATURE:	/Lauren G. Grau/		
DATE SIGNED:	01/14/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 21, 2020, is made by Marengo Fabricated Steel LTD. (“**Assignor**”), an Ohio limited liability company, located at 1089 County Road 26, P.O. Box 179, Marengo, Ohio 43334 in favor of Darling Ingredients Inc. (“**Assignee**”), a Delaware corporation, located at 5601 N. MacArthur Blvd. Irving, TX 75038.

WHEREAS, under the terms of the Asset Purchase Agreement, dated as of November 3, 2020, by and among Assignee, DarPro Storage Solutions LLC, a Delaware limited liability company, Assignor, Ricky Howell, a resident of Morrow County, Ohio and Robert Howell, a resident of Morrow County, Ohio (the “**Asset Purchase Agreement**”), Assignee has sold, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and desires to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, transfers, and delivers to Assignee, and Assignee hereby purchases and acquires, all right, title, and interest in and to the following (the “**Assigned Trademarks**”):
 - (a) the trademark registrations and applications set forth in Schedule 1 hereto, and all goodwill associated therewith;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s request, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such

further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Trademark Assignment.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

Signature page follows

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

MARENGO FABRICATED STEEL LTD

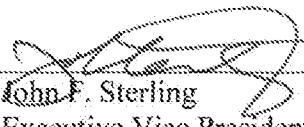
By: Robert Howell
Name: Robert Howell
Title: General Partner

Signature Page to Trademark Assignment Agreement

TRADEMARK
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Accepted:

DARLING INGREDIENTS INC.

By:  _____

Name: John F. Sterling

Title: Executive Vice President, General Counsel

Signature Page to Trademark Assignment Agreement

TRADEMARK
REEL: 007201 FRAME: 0038

SCHEDULE 1
ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Reg. No.	Reg. Date	Jurisdiction	Owner
TANKOPTIX	4883149	January 5, 2016	USA	Marengo Fabricated Steel, LTD.