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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM659286

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KEMIN INDUSTRIES, INC.		07/09/2021	Corporation: IOWA
KEMIN HOLDINGS, L.C.		07/09/2021	Limited Liability Company: IOWA
KEMIN FOODS, L.C.		07/09/2021	Limited Liability Company: IOWA

#### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	110 N. Wacker Drive
Internal Address:	Mail code: IL4-110-08-04
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606-1511
Entity Type:	National Banking Association: UNITED STATES

#### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	6297211	AID4
Registration Number:	6088775	KEMIN
Registration Number:	6053419	BUTIPEARL
Registration Number:	6053298	PROSURANCE
Registration Number:	6035386	KEMIN
Registration Number:	6035385	KEMIN
Registration Number:	6035384	KEMIN
Registration Number:	5969322	KEMIN
Registration Number:	5827489	SLENDESTA
Registration Number:	5760748	BETAVIA
Registration Number:	5748852	ZYLOZYME
Serial Number:	90667558	ALETA
Serial Number:	90037180	VERDILOX
Serial Number:	88901580	KALLSIL
Serial Number:	88685342	MACU-LZ
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**TRADEMARK** 

REEL: 007351 FRAME: 0847

900628811

#### **CORRESPONDENCE DATA**

**Fax Number:** 7043311159

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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	327000.027152
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	07/12/2021

#### **Total Attachments: 5**

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#### GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Kemin Industries, Inc., an Iowa corporation, Kemin Foods, L.C., an Iowa limited liability company, and Kemin Holdings, L.C., an Iowa limited liability company (collectively "Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of July 9, 2021 (said Amended and Restated Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Collateral Agent and the other grantors named therein, Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule 1 annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule 1 annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

This agreement, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Iowa, without regard to conflicts of laws principles that would require application of another law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 9th day of July, 2021.

#### **GRANTOR:**

KEMIN INDUSTRIES, INC.,

an Iowa corporation

Name: Elizabeth A. Nelson Title: Secretary and Director

KEMIN HOLDINGS, L.C.,

an Iowa limited liability company

Name: Elizapeth A. Nelson

Title: Secretary

KEMIN FOODS, L.C.,

an Iowa limited liability company

Name: Elizabeth A. Nelson

Title: Secretary

KEMIN INDUSTRIES, INC. IP NOTICE

Acknowledged and Accepted:

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

By: Steven K. Kessler

Title: Senior Vice President

KEMIN INDUSTRIES, INC. IP NOTICE

# SCHEDULE 1 TO GRANT OF TRADEMARK SECURITY INTEREST

# Kemin Industries Inc. (Iowa Corporation)

#### U.S. Trademarks

# **Trademark Registrations**

Mark	Reg. No.	Reg. Date
AID4	6297211	03/16/2021
KEMIN	6088775	06/30/2020
BUTIPEARL	6053419	05/12/2020
PROSURANCE	6053298	05/12/2020
KEMIN and Design	6035386	04/14/2020
KEMIN and Design	6035385	04/14/2020
KEMIN and Design	6035384	04/14/2020
KEMIN and Design	5969322	01/21/2020
SLENDESTA	5827489	08/06/2019
BETAVIA	5760748	05/28/2019
ZYLOZYME	5748852	05/14/2019

# **Trademark Applications**

Mark	Appl. No.	Filing Date
ALETA	90667558	04/23/2021
VERDILOX	90037180	07/06/2020
KALLSIL	88901580	05/05/2020
MACU-LZ	88685342	11/08/2019

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**RECORDED: 07/12/2021**