# CH \$365.00 588478

# 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:	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

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.

TRADEMARK REEL: 007091 FRAME: 0459

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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. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. 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 <u>Schedule A</u> hereto) (collectively, the "<u>Trademark Collateral</u>"), to the Agent

TRADEMARK REEL: 007091 FRAME: 0461 for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. <u>Purpose</u>. 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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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.

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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.

Name: Martijn van Steenpaal

Title: Vice President and Treasurer

Signature Page to Grant of Security Interest in Trademark Rights

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### AGENT:

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

By: Maria Alaxandar Vardaman

Name: Alexander Vardaman Title: Authorized Signatory

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# Schedule A

# **Registered Trademarks**

<u>No.</u>	Owner	Mark	Registration No.	Registration Date
1.	Darling Ingredients Inc.	DARLING  DARLING  1952500000000000000000000000000000000000	5884782	October 15, 2019
2.	Darling Ingredients Inc.	DARLING INGREDIENTS DARLING	5884783	October 15, 2019
3.	Darling Ingredients Inc.	DARLING INGREDIENTS	5884784	October 15, 2019
4.	Darling Ingredients Inc.	DARLING  DARLING	5884785	October 15, 2019
5.	Darling Ingredients Inc.	DARLING INGREDIENTS	5890205	October 22, 2019
6.	Darling Ingredients Inc.	DARLING  DARLING	5890206	October 22, 2019
7.	Darling Ingredients Inc.	DARLING INGREDIENTS  DARLING	5901806	November 5, 2019
8.	Darling Ingredients Inc.	DARLING DARLING	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 Dan Pro	5367284	January 2, 2018
13.	Darling Ingredients Inc.	DAR PRO DAR PRO	5081513	November 15, 2016
14.	Darling Ingredients Inc.	DAR PRO Dan Pro	5077397	November 8, 2016

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**RECORDED: 10/30/2020**