

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REG SYNTHETIC FUELS, LLC		06/03/2021	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	UMB BANK, N.A., AS COLLATERAL TRUSTEE		
Street Address:	555 SAN FELIPE ST., SUITE 870		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4042371	BIO-SYNFINING	
Registration Number:	4142878	BIO-SYNFINING	
Registration Number:	3009163	SYNFINING	
Registration Number:	2464051	SYNPAR	
Registration Number:	2494928	SYNTROLEUM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-9168		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	06/19/2021		

OP \$140.00 4042371

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 3rd day of June, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **UMB BANK, N.A.**, in its capacity as collateral trustee (in such capacity, “Collateral Trustee”) for the Parity Lien Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of May 20, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) among the Grantors, the other grantors party thereto and the Collateral Trustee; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Collateral Trustee this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction provided in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Each Grantor hereby unconditionally grants and pledges to the Collateral Trustee, for the benefit of the Parity Lien Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, common law rights thereto and the goodwill of the business symbolized by the foregoing, including those referred to on Schedule I;

(ii) all renewals of the foregoing;

(iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

(v) all rights corresponding to any of the foregoing throughout the world; and

(vi) all Proceeds of the foregoing.

(b) Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include: any "intent-to-use" trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application, or any registration that issues therefrom under applicable federal law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the Code or other applicable statute or regulation notwithstanding such prohibition.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Parity Lien Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency or Liquidation Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Trustee, for the benefit of the Parity Lien Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Trustee with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Parity Lien Security Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE

SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

7. PRIORITY. Notwithstanding anything herein to the contrary, the priority of the Lien and Security Interest granted to the Collateral Trustee pursuant to this Trademark Security Agreement and the exercise of the rights and remedies of the Collateral Trustee hereunder are subject to the provisions of the ABL Intercreditor Agreement and the Collateral Trust Agreement. Section 8 of the Security Agreement shall apply to this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

RENEWABLE ENERGY GROUP, INC.

By: [Signature]
Name: Erin Bowen
Title: General Counsel

REG SYNTHETIC FUELS, LLC

By: [Signature]
Name: Todd Robinson
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

RENEWABLE ENERGY GROUP, INC.

By: _____
Name: _____
Title: _____

REG SYNTHETIC FUELS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:

COLLATERAL TRUSTEE:

UMB BANK, N.A.




By: _____
Name: **Shazia Flores**
Title: **Vice President**




[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

County	Trademark	Application No. / Filing Date	Registration No. / Grant Date	Grantor
United States	ENABLING A CLEANER WORLD WITH BIODIESEL	87/503,130 06/23/2017	5,692,563 03/05/2019	Renewable Energy Group, Inc.
United States	FOOD THEN FUEL	85/945,190 05/29/2013	4,536,117 05/27/2014	Renewable Energy Group, Inc.
United States	OFF THE RACK	86/283,576 05/16/2014	4,663,239 12/30/2014	Renewable Energy Group, Inc.
United States	REG	86/321,853 06/26/2014	5,453,779 04/24/2018	Renewable Energy Group, Inc.
United States	REG	86/320,933 06/26/2014	4,707,187 03/24/2015	Renewable Energy Group, Inc.
United States	REG	86/980,285 06/26/2014	5,075,231 11/01/2016	Renewable Energy Group, Inc.
United States	REG	78/371,393 02/20/2004	3,010,674 11/01/2005	Renewable Energy Group, Inc.
United States	 REG	86/320,459 06/25/2014	4,707,182 03/24/2015	Renewable Energy Group, Inc.
United States	 REG	86/323,228 06/27/2014	5,453,781 04/24/2018	Renewable Energy Group, Inc.
United States	 REG	86/980,284 06/27/2014	5,075,230 11/01/2016	Renewable Energy Group, Inc.
United States	REG LIFE SCIENCES	86/165,407 01/14/2014	5,355,339 12/12/2017	Renewable Energy Group, Inc.
United States	REG ULTRA CLEAN	87/730,524 12/21/2017	6,064,674 05/26/2020	Renewable Energy Group, Inc.

County	Trademark	Application No. / Filing Date	Registration No. / Grant Date	Grantor
United States	REG-9000	77/466,523 05/06/2008	3,642,051 06/23/2009	Renewable Energy Group, Inc.
United States	RENEWABLE ENERGY GROUP	77/950,579 03/04/2010	4,057,996 11/22/2011	Renewable Energy Group, Inc.
United States	RENEWABLE ENERGY GROUP	86/321,168 06/26/2014	4,953,687 05/10/2016	Renewable Energy Group, Inc.
United States	RENEWABLE ENERGY GROUP	86/324,657 06/30/2014	5,775,733 06/11/2019	Renewable Energy Group, Inc.
United States	RENEWABLE ENERGY GROUP	86/976,179 06/26/2014	4,808,660 09/08/2015	Renewable Energy Group, Inc.
United States	SOY RELEASE	74/396,262 06/01/1993	1,827,157 03/22/1994	Renewable Energy Group, Inc.
United States	SOYCLEAN	74/589,542 10/24/1994	1,921,423 09/26/1995	Renewable Energy Group, Inc.
United States	SOYPOWER	75/568,693 10/13/1998	2,388,501 09/19/2000	Renewable Energy Group, Inc.
United States	BIO-SYNFINING	77/375,675 01/18/2008	4,042,371 10/18/2011	REG Synthetic Fuels, LLC
United States	BIO-SYNFINING	77/375,686 01/18/2008	4,142,878 05/15/2012	REG Synthetic Fuels, LLC
United States	SYNFINING	76/515,365 05/20/2003	3,009,163 10/25/2005	REG Synthetic Fuels, LLC
United States	SYNPAR	75/111,810 05/30/1996	2,464,051 06/26/2001	REG Synthetic Fuels, LLC
United States	 Synroleum	75/806,783 09/21/1999	2,494,928 10/02/2001	REG Synthetic Fuels, LLC