OP \$565.00 213551

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM719010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primary Products Ingredients Americas LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent			
Street Address:	1700 Lincoln Street			
Internal Address:	3rd Floor			
City:	Denver			
State/Country:	COLORADO			
Postal Code:	80203			
Entity Type:	Bank: UNITED STATES			

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number: 2	2135517	ANCHOR
Registration Number: 2	2981537	DEXSTAR
Registration Number:	3751525	ECLIPSE
Registration Number: 2	2876565	ETHYLEX
Registration Number:	5932335	GYPGRIP
Registration Number: 2	2838234	ICB 3000
Registration Number: 2	2831774	ISOSWEET
Registration Number:	0695506	KOLDEX
Registration Number:	0903318	LOK-SIZE
Registration Number:	4818759	NATRACOAT
Registration Number:	0787252	NETO
Registration Number:	1351167	STA-COTE
Registration Number: 2	2885922	STA-LOK
Registration Number: 2	2822970	STADEX
Registration Number:	3760248	STADEX
Registration Number:	3357014	STALEY
Registration Number:	0853011	STALEYDEX
Registration Number:	0853321	STALEYDEX TRADEMARK

TRADEMARK

REEL: 007680 FRAME: 0649

900685871

Property Type	Number	Word Mark
Registration Number:	2885921	STARPOL
Registration Number:	2969513	SWEETOSE
Registration Number:	4232781	SWEETOSE
Registration Number:	5725698	TEXTURLUX

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	04/05/2022

Total Attachments: 7

source=Gemini - Primary Products Ingredients.WF Trademark Security Agreement (ABL)#page1.tif source=Gemini - Primary Products Ingredients.WF Trademark Security Agreement (ABL)#page2.tif source=Gemini - Primary Products Ingredients.WF Trademark Security Agreement (ABL)#page3.tif source=Gemini - Primary Products Ingredients.WF Trademark Security Agreement (ABL)#page4.tif source=Gemini - Primary Products Ingredients.WF Trademark Security Agreement (ABL)#page5.tif source=Gemini - Primary Products Ingredients.WF Trademark Security Agreement (ABL)#page6.tif source=Gemini - Primary Products Ingredients.WF Trademark Security Agreement (ABL)#page7.tif

Notice of Grant of Security Interest in Trademarks

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 1, 2022 (this "Notice"), made PRIMARY PRODUCTS INGREDIENTS AMERICAS LLC, a Delaware limited liability company (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (ABL), dated as of April 1, 2022 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Collateral Agreement"), among Primary Products Finance LLC, a Delaware limited liability company (the "Borrower"), each Subsidiary of the Borrower from time to time party thereto (each, a "Subsidiary Loan Party" and collectively, the "Subsidiary Loan Parties"), the Lenders party thereto from time to time, Wells Fargo Bank, National Association, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent"), for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms**. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest**. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

all Trademarks, including those listed on Schedule I;

<u>provided</u>, <u>however</u>, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts**. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR

OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

PRIMARY PRODUCTS INGREDIENTS AMERICAS

LLC

Name: James Stutelberg

Title: Chief Executive Officer and President

REEL: 007680 FRAME: 0653

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent,

By:

Name: Cory Loftus Title: Managing Director

[Signature Page to Notice of Grant of Security Interest in Trademarks (ABL)]

Trademarks Owned by Primary Products Ingredients Americas LLC

U.S. Trademarks and Applications

Owner ¹	Mark Name	Application Date	Application Number	Registration Date	Registration Number
Primary Products Ingredients Americas LLC	ANCHOR	1996-12-12	75/212296	1998-02-10	2135517
Primary Products Ingredients Americas LLC	DEXSTAR	2003-09-22	76/549481	2005-08-02	2981537
Primary Products Ingredients Americas LLC	ECLIPSE	2009-05-05	77/729197	2010-02-23	3751525
Primary Products Ingredients Americas LLC	ETHYLEX	2003-06-09	76/521367	2004-08-24	2876565
Primary Products Ingredients Americas LLC	GYPGRIP	2016-07-13	87/102190	2019-12-10	5932335
Primary Products Ingredients Americas LLC	ICB 3000	2003-06-09	76/521366	2004-05-04	2838234
Primary Products Ingredients Americas LLC	ISOSWEET	2003-06-30	76/526916	2004-04-13	2831774
Primary Products Ingredients Americas LLC	KOLDEX	1959-07-14	72/077691	1960-04-05	0695506
Primary Products Ingredients Americas LLC	LOK-SIZE	1969-12-19	72/346779	1970-12-01	0903318
Primary Products Ingredients Americas LLC	NATRACOAT	2014-02-06	86/186011	2015-09-22	4818759
Primary Products Ingredients Americas LLC	NETO	1963-09-12	72/176844	1965-03-23	0787252

-

¹ Record owner is in prior name of Tate & Lyle Ingredients Americas LLC. Company is in the process of updating record owner.

Owner ¹	Mark Name	Application	Application	Registration	Registration
		Date	Number	Date	Number
Primary Products	STA-COTE	1984-09-12	73/499085	1985-07-30	1351167
Ingredients					
Americas LLC					
Primary Products	STA-LOK	2003-06-09	76/521563	2004-09-21	2885922
Ingredients					
Americas LLC					
Primary Products	STADEX	2003-06-09	76/521468	2004-03-16	2822970
Ingredients					
Americas LLC					
Primary Products	STADEX	2009-05-05	77/729562	2010-03-16	3760248
Ingredients					
Americas LLC					
Primary Products	STALEY	2003-07-09	78/272263	2007-12-18	3357014
Ingredients	(Stylized)				
Americas LLC					
Primary Products	STALEYDEX	1967-07-27	72/276959	1968-07-23	0853011
Ingredients					
Americas LLC					
Primary Products	STALEYDEX	1967-07-27	72/276958	1968-07-23	0853321
Ingredients					
Americas LLC					
Primary Products	STARPOL	2003-06-09	76/521364	2004-09-21	2885921
Ingredients					
Americas LLC					
Primary Products	SWEETOSE	2004-04-15	76/586985	2005-07-19	2969513
Ingredients					
Americas LLC					
Primary Products	SWEETOSE	2011-12-12	85/492455	2012-10-30	4232781
Ingredients					
Americas LLC					
Primary Products	TEXTURLUX	2018-07-26	88/053523	2019-04-16	5725698
Ingredients					
Americas LLC					

RECORDED: 04/05/2022