

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775545

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kemin Industries, Inc.		07/09/2021	Corporation: IOWA
Kemin Foods, L.C.		07/09/2021	Limited Liability Company: IOWA
Kemin Holdings, L.C.		07/09/2021	Limited Liability Company: IOWA

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	110 N. Wacker Drive
<b>Internal Address:</b>	IL4-110-08-04
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606-1511
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	97618234	LUXIVA
Serial Number:	97618232	LUXIVA
Serial Number:	97480889	ALLICURB
Serial Number:	97480888	TETRACURB
Serial Number:	97291035	ENTEROSURE

## 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: christinaquinn@mvalaw.com, PTO\_TMconfirmation@mvalaw.com

Correspondent Name: Moore &amp; Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

OP \$140.00 97618234

<b>ATTORNEY DOCKET NUMBER:</b>	327000.027152
<b>NAME OF SUBMITTER:</b>	John Slaughter
<b>SIGNATURE:</b>	/john slaughter/
<b>DATE SIGNED:</b>	12/20/2022

**Total Attachments: 4**

source=2022 G-TSI from Kemin Industries, Kemin Goods & Kemin Holdings to BOA, NA as Collateral Agent#page1.tif

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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 16<sup>th</sup> day of December, 2022.

**GRANTOR:**

**KEMIN FOODS, L.C.,**  
an Iowa limited liability company

By: Elizabeth A. Nelson  
Name: Elizabeth A. Nelson  
Title: Secretary

**KEMIN INDUSTRIES, INC.,**  
an Iowa corporation

By: Elizabeth A. Nelson  
Name: Elizabeth A. Nelson  
Title: Vice President General Counsel Secretary

**KEMIN HOLDINGS, L.C.,**  
an Iowa limited liability company

By: Elizabeth A. Nelson  
Name: Elizabeth A. Nelson  
Title: Secretary

[Grantor's Signature Page to Grant of Trademark Security Interest]

SCHEDULE 1  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

Kemin Industries Inc.  
(Iowa Corporation)

U.S. Trademarks

Trademark Applications

Mark	Appl. No.	Filing Date
LUXIVA	97618234	10/04/2022
LUXIVA	97618232	10/04/2022
ALLICURB	97480889	06/29/2022
TETRACURB	97480888	06/29/2022
ENTEROSURE	97291035	03/02/2022