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TO: WENDY K. MARSH COMPANY: 700 WALNUT STREET

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

06/08/2011  
 900193902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kemin Industries, Inc.		05/31/2011	CORPORATION: IOWA

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	317 6th Avenue
Internal Address:	Suite 200
City:	Des Moines
State/Country:	IOWA
Postal Code:	50309
Entity Type:	national banking organization: / <i>USX</i>

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Serial Number:	77088709	ANAEBAN
Serial Number:	85015045	CHOLIPEARL
Serial Number:	78543329	CLEARTEC
Serial Number:	77088627	CLOSTAT
Serial Number:	78684866	CUATROXAN
Serial Number:	72262723	CURB
Serial Number:	72360466	ENDOX
Serial Number:	77178598	EN-HANCE
Serial Number:	76539966	FLORAGLO
Serial Number:	75044129	FLORA GLO
Serial Number:	76530075	FORTIUM
Serial Number:	72416330	FRESH CUT
Serial Number:	78370463	FRESHNESS NATURALLY

CH: 51490.00 77088709

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Serial Number:	76260405	GALACTOMAX
Serial Number:	77308724	INSPIRED MOLECULAR SOLUTIONS
Registration Number:	1510655	KEM LAC
Serial Number:	76547444	KEM SAN
Serial Number:	72435481	KEM WET
Serial Number:	73077784	KEMIFLO
Registration Number:	0776073	KEMIN
Serial Number:	78889102	KEMIN
Serial Number:	76061802	KEMIN
Serial Number:	74615437	KEMIN
Serial Number:	76495402	KEMIN
Serial Number:	75185280	KEMIN
Serial Number:	73486252	KEMIN
Serial Number:	75185278	KEMTRACE
Serial Number:	73722273	KEMZYME
Serial Number:	76407296	K-ONE
Serial Number:	73789526	LURE
Serial Number:	77177362	LYSOFORTE
Serial Number:	77037548	MOISTURERITE
Serial Number:	73662839	MYCO CURB
Serial Number:	76532825	NATUROX
Serial Number:	75185277	MADE WITH NATUROX A NATURAL ANTIOXIDANT
Serial Number:	75411438	NUTRISURANCE
Serial Number:	75411437	NUTRISURANCE
Serial Number:	76530382	ORO GLO
Serial Number:	77326133	PALASURANCE
Serial Number:	75291291	PET-OX
Serial Number:	74284165	RENDOX
Serial Number:	77071751	ROSEEN
Serial Number:	78527352	ROSEEN
Serial Number:	78889197	SATISE
Serial Number:	76483217	SATISE
Serial Number:	74284000	SAVOR
Serial Number:	74167876	SHIELD
Serial Number:	78915287	SLENDESTA

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	78980080	SLENDESTA
Serial Number:	78929826	THE ANTIORDINARY ANTIOXIDANT
Serial Number:	78786343	TOTAL NUTRITION
Registration Number:	1562159	TREET
Serial Number:	78785644	TXN-86
Serial Number:	78408431	ZENIPRO
Serial Number:	85131859	ENLIVITEA
Serial Number:	85131855	ENLIVITEA
Serial Number:	77364481	NUTRIKEM
Serial Number:	78529861	NUTRISCIENCE
Serial Number:	77195367	STARLASS

## CORRESPONDENCE DATA

Fax Number: (515)283-3108  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 515-845-5502  
 Email: ptodm@nyemaster.com  
 Correspondent Name: Wendy K. Marsh  
 Address Line 1: 700 Walnut Street  
 Address Line 2: Suite 1600  
 Address Line 4: Des Moines, IOWA 50309

NAME OF SUBMITTER:	Wendy K. Marsh
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Signature:	/wendy k. marsh/
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Date:	06/08/2011
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## Total Attachments: 6

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TO: WENDY K. MARSH COMPANY: 700 WALNUT STREET

*EXECUTION COPY***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**, Grantor has entered into a Credit Agreement dated as of May 31, 2011, with the financial institutions named therein (in such capacity, "**Lenders**") and Bank of America, N.A., a national banking organization, as administrative agent for such Lenders (in such capacity, "**Secured Party**") (as amended to date and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, Grantor may from time to time enter, or may from time to time have entered, into one or more Swap Contracts (collectively, the "**Swap Contracts**") with one or more Persons that are Lenders at the time such Swap Contracts are entered into (in such capacity, collectively, "**Swap Contract Counterparties**"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of May 31, 2011 (said 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, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party 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 Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party 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

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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 Secured Party 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 Secured Party 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 3<sup>rd</sup> day of May, 2011.

GRANTOR:

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

By: [Signature]  
Name: Christopher E. Nelson, PhD  
Title: Manager

KEMIN INDUSTRIES, INC.,  
an Iowa corporation

By: [Signature]  
Name: Christopher E. Nelson, PhD  
Title: President

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

By: [Signature]  
Name: Christopher E. Nelson, PhD  
Title: Manager

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

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**SCHEDULE I  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

Trademark	Application No.	Registration No.	Country	Reg. Date	Owner
ANAEBAN	77088709		United States of America	18-Mar-08	Kemin Industries, Inc.
Choi!Poari	86016045	3939117	United States of America	29-Mar-11	Kemin Industries, Inc.
CLEARTEC	78543329	3095736	United States of America	27-Dec-05	Kemin Industries, Inc.
CLOSTAT	77088827	3550743	United States of America	23-Dec-08	Kemin Industries, Inc.
CUATROXAN	78684856	3221593	United States of America	27-Mar-07	Kemin Industries, Inc.
CURB	72252723	838045	United States of America	28-Sep-87	Kemin Industries, Inc.
ENDOX	72380488	827828	United States of America	25-Jan-72	Kemin Industries, Inc.
EN-HANCE	77178598	3528336	United States of America	4-Nov-08	Kemin Industries, Inc.
FLORAGLD	78539966	2884895	United States of America	20-Jul-04	Kemin Industries, Inc.
FloraGLO & Design	75044129	2032025	United States of America	21-Jan-97	Kemin Industries, Inc.
FORTIUM	78530075	2857843	United States of America	29-Jun-04	Kemin Industries, Inc.
FRESH CUT	72416330	863926	United States of America	17-Jul-73	Kemin Industries, Inc.
FRESHNESS NATURALLY & Design	78370463	3285885	United States of America	17-Jul-07	Kemin Industries, Inc.
GALACTOMAX	78260405	2547205	United States of America	12-Mar-02	Kemin Industries, Inc.
INSPIRED MOLECULAR SOLUTIONS	77308724	3944809	United States of America	12-Apr-11	Kemin Industries, Inc.
KEM LAC	721880	1510855	United States of America	1-Nov-88	Kemin Industries, Inc.
KEM SAN	78547444	2883945	United States of America	14-Sep-04	Kemin Industries, Inc.
KEM WET	72436481	872888	United States of America	13-Nov-73	Kemin Industries, Inc.
KEMIFLO	73077784	1058248	United States of America	8-Feb-77	Kemin Industries, Inc.
KEMIN	158994	775073	United States of America	11-Aug-64	Kemin Industries, Inc.
KEMIN	78889102	3239322	United States of America	8-May-07	Kemin Industries, Inc.
KEMIN & Design (new)	78081802	2714009	United States of America	6-May-03	Kemin Industries, Inc.
KEMIN & Design (new)	74815437	1850890	United States of America	23-Jan-96	Kemin Industries, Inc.
KEMIN & Design (new)	76485402	2864383	United States of America	20-Jul-04	Kemin Industries, Inc.
KEMIN & Design (new)	75185280	2113968	United States of America	18-Nov-97	Kemin Industries, Inc.
KEMIN & Design (new)	73486252	1946814	United States of America	2-Jul-85	Kemin Industries, Inc.

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Trademark	Application No.	Registration No.	Country	Reg. Date	Owner
KEMTRACE	75185278	2117762	United States of America	2-Dec-97	Kemin Industries, Inc.
KEMZYME	73722279	1520506	United States of America	17-Jan-89	Kemin Industries, Inc.
K-One	76407295	2681015	United States of America	28-Jan-03	Kemin Industries, Inc.
LURE	73789526	1572230	United States of America	19-Dec-89	Kemin Industries, Inc.
LYSOFORTE	77177362	3603175	United States of America	7-Apr-09	Kemin Industries, Inc.
MOISTURERITE	77097548	3407860	United States of America	8-Apr-08	Kemin Industries, Inc.
Myco CURE	73962839	1472780	United States of America	19-Jan-88	Kemin Industries, Inc.
NATUROX	76532825	2953283	United States of America	16-Jun-04	Kemin Industries, Inc.
NATUROX & Design	75185277	2720193	United States of America	3-Jun-03	Kemin Industries, Inc.
NUTRISURANCE	76411438	2238556	United States of America	13-Apr-89	Kemin Industries, Inc.
NUTRISURANCE	76411437	2205813	United States of America	24-Nov-86	Kemin Industries, Inc.
ORO GLO	78530362	2988345	United States of America	27-Jul-04	Kemin Industries, Inc.
PALASURANCE	77328133	3841958	United States of America	31-Aug-10	Kemin Industries, Inc.
PET-OX	75291291	2160535	United States of America	26-May-98	Kemin Industries, Inc.
HENDOX	74284165	1756314	United States of America	9-Mar-93	Kemin Industries, Inc.
ROSEEN	77071751	3425197	United States of America	13-May-08	Kemin Industries, Inc.
ROSEEN	78527352	3425197	United States of America	13-May-08	Kemin Industries, Inc.
SATISE	78889197	3297768	United States of America	25-Sep-07	Kemin Industries, Inc.
SATISE & Design	78483217	2789664	United States of America	2-Dec-03	Kemin Industries, Inc.
SAVOR	74284000	1805857	United States of America	23-Nov-83	Kemin Industries, Inc.
SHIELD	74187876	1758311	United States of America	23-Mar-83	Kemin Industries, Inc.
SLENDESTA	78915287	3448938	United States of America	10-Jun-08	Kemin Industries, Inc.
SLENDESTA	78980080	3433416	United States of America	20-May-08	Kemin Industries, Inc.
THE ANTIORDINARY ANTIOXIDANT	78929826	3275082	United States of America	7-Aug-07	Kemin Industries, Inc.
TOTAL NUTRITION & Design	78766343	3469468	United States of America	15-Jul-06	Kemin Industries, Inc.
TREET	756219	1652189	United States of America	15-Aug-89	Kemin Industries, Inc.
TXN-86	78785844	3236450	United States of America	1-May-07	Kemin Industries, Inc.
ZENIPRO	78409431	2959811	United States of America	7-Jun-05	Kemin Industries, Inc.



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**Pending Trademark Applications:**

Trademark	Application	Status	Country	Filed	Published	Owner
Enlivatea	85131859	Notice of Allow	United States of America	17-Sep-10	8-Mar-11	Kemin Industries, Inc.
Enlivatea	85131855	Notice of Allow	United States of America	17-Sep-10	8-Mar-11	Kemin Industries, Inc.
NUTRIKEM	77364481	Notice of Allow	United States of America	4-Jan-08	31-Mar-09	Kemin Industries, Inc.
Nutriscience & design	78529801	Pending	United States of America	9-Dec-04		Kemin Industries, Inc.
STARLASS	77195367	Published	United States of America	1-Jun-07	30-Oct-07	Kemin Industries, Inc.