

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alltech Ridley, Inc.		08/14/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	Mail Code: TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4230571	R RIDLEY INC.
Registration Number:	4027475	
Registration Number:	3817875	RIDLEY
Registration Number:	3817874	RIDLEY
Registration Number:	3817872	
Registration Number:	3094010	FEEDING SATISFACTION
Registration Number:	3089504	FUNDAMENTALS
Registration Number:	3023112	COUNTRY BALANCE
Registration Number:	1605777	COTSWOLD

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

TRADEMARK

ATTORNEY DOCKET NUMBER:	017625-4855
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	08/17/2015
Total Attachments: 5 source=TM Sec Agmt Alltech Ridley to BOA#page1.tif source=TM Sec Agmt Alltech Ridley to BOA#page2.tif source=TM Sec Agmt Alltech Ridley to BOA#page3.tif source=TM Sec Agmt Alltech Ridley to BOA#page4.tif source=TM Sec Agmt Alltech Ridley to BOA#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of August, 2015 among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as Administrative Agent for the Finance Parties (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of September 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Alltech, Inc., a Kentucky corporation and Lyonsall LLC Y CIA, Sociedad en Comandita, a company duly incorporated and validly existing under the laws of Spain as a limited partnership (*sociedad comanditaria*), as borrowers (each individually a "Borrower" and collectively, "Borrowers"), the various banks and lending institutions party thereto as a "Lender" (each a "Lender", and collectively, the "Lenders"), and Bank of America, in its capacity as administrative agent for the Lenders ("Administrative Agent"), the Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Finance Parties are willing to make (or continue to make) the financial accommodations to Borrowers and other Grantors as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Finance Parties, that certain Amended and Restated Pledge and Security Agreement dated as of September 13, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Finance Parties, 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 capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Finance Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following (in each case, to the extent not constituting Excluded Property), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

all renewals of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Finance Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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.

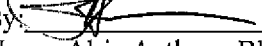
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any such new trademarks for which such Grantor files an application for registration with the United States Patent and Trademark Office or the renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR: ALLTECH RIDLEY, INC.,
a Delaware corporation

By: 
Name: Alric Anthony Blake
Title: Treasurer

TRADEMARK SECURITY AGREEMENT
ALLTECH RIDLEY, INC.

TRADEMARK
REEL: 005600 FRAME: 0580

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A., as Administrative Agent

By: Liliana Claar

Name: Liliana Claar

Title: Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Reg. No.	Reg. Date
R RIDLEY INC. and Design	4230571	10/23/12
Design Only	4027475	09/20/11
RIDLEY	3817875	07/13/10
RIDLEY	3817874	07/13/10
Design Only	3817872	07/13/10
FEEDING SATISFACTION	3094010	05/16/06
FUNDAMENTALS	3089504	05/09/06
COUNTRY BALANCE	3023112	12/06/05
COTSWOLD and Design	1605777	07/10/90

Trademark Applications

None.

Trade Names

None.

Common Law Trademarks

None.

Trademark Licenses

None.