

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLTECH, INC.		12/18/2019	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	555 California Street, 4th Floor		
<b>Internal Address:</b>	CA5-705-04-09		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 58</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5930714	KENTUCKY VANILLA BARREL CREAM ALE	
<b>Registration Number:</b>	5908738	DUELING BARRELS	
<b>Registration Number:</b>	5901705	KENTUCKY	
<b>Registration Number:</b>	5879902		
<b>Registration Number:</b>	5791447	KENTUCKY BOURBON BARREL ALE	
<b>Registration Number:</b>	5666790	ALLTECH	
<b>Registration Number:</b>	5614856		
<b>Registration Number:</b>	5613295	VILIGEN	
<b>Registration Number:</b>	5545927	FEB-200	
<b>Registration Number:</b>	5535704	FEEDING TIMES	
<b>Registration Number:</b>	5500291	ONE 1	
<b>Registration Number:</b>	5500290	ONE	
<b>Registration Number:</b>	5487936	ALLTECH	
<b>Registration Number:</b>	5487923	RAPIREAD	
<b>Registration Number:</b>	5475663	ROBOMAX	
<b>Registration Number:</b>	5407702	A	
<b>Registration Number:</b>	5401774	TOWN BRANCH	
<b>Registration Number:</b>	5375491	ALLTECH	

OP \$1465.00 5930714

Property Type	Number	Word Mark
Registration Number:	5374910	BIO-MOS
Registration Number:	5372658	THE BEER OF BOURBON COUNTRY
Registration Number:	5356930	KENTUCKY VANILLA BARREL CREAM ALE
Registration Number:	5356929	KENTUCKY PEACH BARREL WHEAT ALE
Registration Number:	5356928	KENTUCKY BOURBON BARREL BLACKBERRY PORTE
Registration Number:	5337218	ALLTECH
Registration Number:	5319113	KENTUCKY OLD FASHIONED BARREL ALE
Registration Number:	5257370	ALL-G RICH
Registration Number:	5231949	FORPLUS
Registration Number:	5226904	SELECT TC
Registration Number:	5185318	KENTUCKY RYE BARREL IPA
Registration Number:	5185298	KENTUCKY WHITE ALE
Registration Number:	5176496	ALLBIND
Registration Number:	5091213	KOFERMASE
Registration Number:	5091140	ALLTECH
Registration Number:	5091139	ALLTECH
Registration Number:	5091120	ECONOMASE
Serial Number:	88698237	AMPYIELD
Serial Number:	88575916	ALLTECH IFM
Serial Number:	88558251	GUARDICATE
Serial Number:	88476502	MLR-100
Serial Number:	88436727	HERDHUB
Serial Number:	88387415	T B D C
Serial Number:	88385862	SELECT BAC
Serial Number:	88373422	KENTUCKY COFFEE BARREL STOUT
Serial Number:	88294315	PLANET OF PLENTY
Serial Number:	88265483	WOODSOUT
Serial Number:	88159982	TYNAGEN
Serial Number:	87825411	NATUFLY-X
Serial Number:	87780008	ALLGEST
Serial Number:	87727783	IBERIA MIL ERIN
Serial Number:	87623150	KENTUCKY BOURBON BARREL ALE
Serial Number:	87623107	KENTUCKY ALE
Serial Number:	87530333	TRT
Serial Number:	87521253	PEARSE
Serial Number:	87521246	PEARSE LYONS DISTILLERY
Serial Number:	87297604	CAT-NIP-HILL
Serial Number:	87045670	GLUFERMASE

Property Type	Number	Word Mark
Serial Number:	87045669	ALLMALT
Serial Number:	87045665	ALL-DISTILL

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

**Correspondent Name:** Moore & Van Allen PLLC

**Address Line 1:** 100 North Tryon Street

**Address Line 2:** Suite 4700

**Address Line 4:** Charlotte, NORTH CAROLINA 28202-4003

**ATTORNEY DOCKET NUMBER:** 017625.004855

**NAME OF SUBMITTER:** John Slaughter

**SIGNATURE:** /john slaughter/

**DATE SIGNED:** 12/19/2019

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of December 18, 2019 among 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 Fourth Amended and Restated Credit Agreement dated as of April 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among Alltech, Inc., a Kentucky corporation, 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), and the Designated Borrowers from time to time party thereto, 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; and

WHEREAS, the Finance Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the 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 Second Amended and Restated Pledge and Security Agreement dated as of April 19, 2016 (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”):

- (a) 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;
- (b) all renewals of the foregoing;

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

(d) 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.

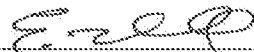
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with 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, INC., a Kentucky corporation

By:   
Name: E. Michael Castle, II  
Title: Vice President and Secretary

TRADEMARK SECURITY AGREEMENT  
ALLTECH, INC.

ACKNOWLEDGED AND AGREED:

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

By: Liliana Claar

Name: Liliana Claar

Title: Vice President

:

TRADEMARK SECURITY AGREEMENT  
ALLTECH, INC.

**TRADEMARK**  
**REEL: 006822 FRAME: 0239**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Alltech, Inc.  
(Kentucky Corporation)

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
KENTUCKY VANILLA BARREL CREAM ALE	5930714	12/10/19
DUELING BARRELS	5908738	11/12/19
KENTUCKY and Design	5901705	11/05/19
Horse Head Design Only	5879902	10/08/19
KENTUCKY BOURBON BARREL ALE	5791447	07/02/19
ALLTECH	5666790	01/29/19
Horse Head Design Only	5614856	11/27/18
VILIGEN	5613295	11/20/18
FEB-200	5545927	08/21/18
FEEDING TIMES	5535704	08/07/18
ONE 1 (Stylized)	5500291	06/26/18
ONE	5500290	06/26/18
ALLTECH	5487936	06/05/18
RAPIREAD	5487923	06/05/18
ROBOMAX	5475663	05/22/18
A and Design	5407702	02/20/18
TOWN BRANCH	5401774	02/13/18
ALLTECH	5375491	01/09/18
BIO-MOS	5374910	01/09/18
THE BEER OF BOURBON COUNTRY	5372658	01/09/18
KENTUCKY VANILLA BARREL CREAM ALE	5356930	12/12/17
KENTUCKY PEACH BARREL WHEAT ALE	5356929	12/12/17
KENTUCKY BOURBON BARREL BLACKBERRY PORTER	5356928	12/12/17
ALLTECH	5337218	11/14/17
KENTUCKY OLD FASHIONED BARREL ALE	5319113	10/24/17
ALL-G RICH	5257370	08/01/17
FORPLUS	5231949	06/27/17
SELECT TC	5226904	06/20/17
KENTUCKY RYE BARREL IPA	5185318	04/18/17
KENTUCKY WHITE ALE	5185298	04/18/17
ALLBIND	5176496	04/04/17
KOFORMASE	5091213	11/29/16
ALLTECH (Stylized)	5091140	11/29/16
ALLTECH	5091139	11/29/16
ECONOMASE	5091120	11/29/16



**Trademark Applications**

Mark	Appl. No.	Filing Date
AMPYIELD	88698237	11/19/19
ALLTECH IFM	88575916	08/12/19
GUARDICATE	88558251	08/01/19
MLR-100	88476502	06/17/19
HERDHUB	88436727	05/18/19
T B D C and Design	88387415	04/16/19
SELECT BAC	88385862	04/15/19
KENTUCKY COFFEE BARREL STOUT	88373422	04/05/19
PLANET OF PLENTY	88294315	02/08/19
WOODSOUT	88265483	01/17/19
TYNAGEN	88159982	10/18/18
NATUFLY-X	87825411	03/08/18
ALLGEST	87780008	02/01/18
IBERIA MIL ERIN	87727783	12/20/17
KENTUCKY BOURBON BARREL ALE	87623150	09/26/17
KENTUCKY ALE	87623107	09/26/17
TRT	87530333	07/17/17
PEARSE	87521253	07/10/17
PEARSE LYONS DISTILLERY	87521246	07/10/17
CAT-NIP-HILL	87297604	01/11/17
GLUFERMASE	87045670	05/20/16
ALLMALT	87045669	05/20/16
ALL-DISTILL	87045665	05/20/16