

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alltech, Inc.		03/09/2021	Corporation: KENTUCKY
Ridley USA Inc.		03/09/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	1100 NORTH MARKET STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	6229631	AMPYIELD	
Registration Number:	6039602	KENTUCKY ALE	
Registration Number:	6039603	KENTUCKY BOURBON BARREL ALE	
Registration Number:	6105054	MLR-100	
Registration Number:	6003137	NATUFLY-X	
Registration Number:	6170410	SELECT BAC	
Registration Number:	6124945	ALLBITE	
Registration Number:	5968210	CHIKPEK	
Registration Number:	6259365	POWERSTART	
Serial Number:	88794900		
Serial Number:	90066441	FINFAST	
Serial Number:	90145300	A FEEDING THE MICROBIOME FORMULATED WITH	
Serial Number:	90145195	ALLTECH NVGEN PACK	
Serial Number:	90306704	SELECT RP	
Serial Number:	90369908	SELECT PXP	
Serial Number:	88829507	SIMPLIFIED	
Serial Number:	90126069	CRYSTALBLOX	
Serial Number:	90130392	TONED DOWN	
TRADEMARK			

CH \$490.00 6229631

Property Type	Number	Word Mark
Serial Number:	90130382	CHARGED UP

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	85483 / 003
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/23/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 9TH of March, 2021, among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WILMINGTON TRUST, NATIONAL ASSOCIATION (“Wilmington”), in its capacity as Administrative Agent for the Finance Parties (together with its successors, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of May 18, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Alltech, Inc., a Kentucky corporation, Masterfeeds Inc., a British Columbia company (each individually a “Borrower” and collectively, “Borrowers”), the lenders from time to time party thereto as a “Lender” (each a “Lender”, and collectively, the “Lenders”), Double Helix PTE LTD, as the Origination Agent, and Wilmington, in its capacity as administrative agent for the Lenders (“Administrative Agent”), the Lenders are willing to make certain term loans available to Borrowers pursuant to the terms and conditions thereof;

WHEREAS, the Finance Parties are willing to make certain term loans to Borrowers 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 Pledge and Security Agreement dated as of May 18, 2020 (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 (subject to any prior Lien of the First Lien Agent permitted under Section 7.01(t) of the Credit Agreement) 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 and the Origination Agent within such time limit set forth in the Credit 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.

7. CONCERNING THE ADMINISTRATIVE AGENT. Wilmington Trust, National Association is executing this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as the Administrative Agent under the Credit Agreement. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

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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.

GRANTORS:

Alltech, Inc.

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

Ridley USA Inc.

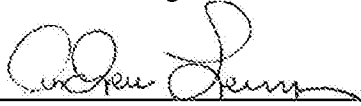
By: E. Michael Castle, II
Name: E. Michael Castle, II
Title: President and Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 007230 FRAME: 0454

ACKNOWLEDGED AND AGREED:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Andrew Lennon
Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Grantor	Country	Mark	Registration No.	Registration Date
Alltech, Inc.	United States	AMPYIELD	6229631	22-Dec-2020
Alltech, Inc.	United States	KENTUCKY ALE (shirts, etc.)	6039602	28-Apr-2020
Alltech, Inc.	United States	KENTUCKY BOURBON BARREL ALE (shirts, etc.)	6039603	28-Apr-2020
Alltech, Inc.	United States	MLR-100	6105054	21-Jul-2020
Alltech, Inc.	United States	NATUFLY-X	6003137	03-Mar-2020
Alltech, Inc.	United States	SELECT BAC	6170410	06-Oct-2020
Ridley USA Inc.	United States	ALLBITE	6124945	11-Aug-2020
Ridley USA Inc.	United States	CHIKPEK	5968210	21-Jan-2020
Ridley USA Inc.	United States	POWERSTART	6259365	02-Feb-2021

TRADEMARK APPLICATIONS

Grantor	Country	Trademark Application	Application Serial No.	Application Filing Date
Alltech, Inc.	United States	PLANET OF PLENTY (Leaf Logo)	88794900	12-Feb-2020
Alltech, Inc.	United States	FINFAST	90066441	22-Jul-2020
Alltech, Inc.	United States	ALLTECH NVGEN PACK & Design	90145300	28-Aug-2020
Alltech, Inc.	United States	ALLTECH NVGEN PACK	90145195	28-Aug-2020
Alltech, Inc.	United States	SELECT RP	90306704	09-Nov-2020
Alltech, Inc.	United States	SELECT PXP	90369908	09-Dec-2020
Ridley USA Inc.	United States	SIMPLIFIED	88829507	11-Mar-2020
Ridley USA Inc.	United States	CRYSTALBLOX	90126069	20-Aug-2020
Ridley USA Inc.	United States	TONED DOWN	90130392	21-Aug-2020
Ridley USA Inc.	United States	CHARGED UP	90130382	21-Aug-20