

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691679

<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.		10/15/2021	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, 6th Floor		
<b>Internal Address:</b>	CA5-705-06-35		
<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: 89</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6325125	ALLTECH IFM	
<b>Registration Number:</b>	6308550	ALLTECH NVGEN PACK	
<b>Registration Number:</b>	6229631	AMPYIELD	
<b>Registration Number:</b>	6170410	SELECT BAC	
<b>Registration Number:</b>	6105054	MLR-100	
<b>Registration Number:</b>	6039603	KENTUCKY BOURBON BARREL ALE	
<b>Registration Number:</b>	6039602	KENTUCKY ALE	
<b>Registration Number:</b>	6003137	NATUFLY-X	
<b>Registration Number:</b>	5961826	GUARDIAN	
<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	

OP \$2240.00 6325125

Property Type	Number	Word Mark
Registration Number:	5475663	ROBOMAX
Registration Number:	5407702	A
Registration Number:	5375491	ALLTECH
Registration Number:	5374910	BIO-MOS
Registration Number:	5337218	ALLTECH
Registration Number:	5257370	ALL-G RICH
Registration Number:	5231949	FORPLUS
Registration Number:	5226904	SELECT TC
Registration Number:	5210303	EPNIX
Registration Number:	5176496	ALLBIND
Registration Number:	5091213	KOFERMASE
Registration Number:	5091140	ALLTECH
Registration Number:	5091139	ALLTECH
Registration Number:	5091120	ECONOMASE
Registration Number:	4863372	NUCLEO-SACC
Registration Number:	4863329	LACTO-MOS
Registration Number:	4646825	
Registration Number:	4625778	BLUEPRINT
Registration Number:	4621270	OPTIGEN
Registration Number:	4514735	37+
Registration Number:	4489902	LIFEFORCE FORMULA
Registration Number:	4261162	DEMP
Registration Number:	4257613	INTIVATE
Registration Number:	4221536	CONNEMARA
Registration Number:	4221534	CONNEMARA
Registration Number:	4206076	ACTIGEN
Registration Number:	4206075	ACTIGEN
Registration Number:	4160390	INTEGRAL
Registration Number:	4028757	ALLTECH
Registration Number:	4028654	ALLTECH
Registration Number:	3685122	SELECT GH
Registration Number:	3277910	NATUSTAT
Registration Number:	3170402	STOCKER 4
Registration Number:	3102724	DE-ODORASE
Registration Number:	3102723	ALL-LAC
Registration Number:	3102722	ACID-ALL
Registration Number:	3102721	ACID-PAK 4-WAY 2X
Registration Number:	2859363	NATURE BAN

Property Type	Number	Word Mark
Registration Number:	2763512	BIOPLEX
Registration Number:	2728783	LACTO-SACC
Registration Number:	2699945	A
Registration Number:	2695274	NUPRO
Registration Number:	2686061	MTB-100
Registration Number:	2677541	ALLZYME
Registration Number:	2671975	MOLD-ZAP
Registration Number:	2666431	SEL-PLEX
Registration Number:	2666430	AMAIZE
Registration Number:	2663086	YEA-SACC
Registration Number:	2558862	FIBROZYME
Registration Number:	2502690	OPTIGEN
Registration Number:	2270184	ALLTECH
Registration Number:	2268156	ALLTECH
Registration Number:	2257341	OXIBAN
Registration Number:	2136134	FEEDING TIMES
Registration Number:	2022203	MOLD-ZAP
Registration Number:	2022202	BIO-MOS
Registration Number:	1974574	ALFA-SAVE
Registration Number:	1940658	YEA-SACC
Registration Number:	1917580	LACTO-SACC
Serial Number:	90711851	EGALIS
Serial Number:	90369908	SELECT PXP
Serial Number:	90306704	SELECT RP
Serial Number:	90145300	A FEEDING THE MICROBIOME FORMULATED WITH
Serial Number:	90066441	FINFAST
Serial Number:	88794900	
Serial Number:	88763674	PATHSTAR
Serial Number:	88763487	ALLZYME SPECTRUM
Serial Number:	88558251	GUARDICATE
Serial Number:	88436727	HERDHUB
Serial Number:	88294315	PLANET OF PLENTY
Serial Number:	88159982	TYNAGEN

**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:** 12/01/2021

**Total Attachments: 7**

source=2021 TSA from Alltech, Inc. to Bank of America, N.A., as AA#page1.tif  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of October, 2021, 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 Credit Agreement dated as of October 15, 2021 (as amended, modified, supplemented, increased, extended, restated, refinanced and replaced from time to time, the "Credit Agreement") by and among ALLTECH, INC., a Kentucky corporation (the "Company"), 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), with domicile at Calle Arturo Soria, 263B, Madrid, Spain 28033, registered with the Commercial Registry of Madrid under volume 20788, book 0, sheet 82, section 8, page M-368378, and with Tax ID Code (CIF) D-84/215433, MASTERFEEDS INC., a British Columbia company, the Designated Borrowers identified therein, the Lenders identified therein and the 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, Grantors have entered into the Security Agreement in order to induce the Finance Parties to make certain financial accommodations to Borrowers and the other Grantors pursuant to the Credit Agreement and the other Loan Documents; 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.

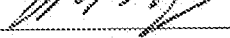
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with 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; ELECTRONIC EXECUTION. 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. This Trademark Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures, which shall be considered as originals and shall have the same legal effect, validity and enforceability as a paper record. This Trademark Security Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts shall be one and the same Trademark Security Agreement. For the avoidance of doubt, the authorization under this Section 6 may include, without limitation, use or acceptance by the Administrative Agent of a manually signed Trademark Security Agreement which has been converted into electronic form (such as scanned into ".pdf" format), or an electronically signed Trademark Security Agreement converted into another format, for transmission, delivery and/or retention.

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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: Mark P. Lyons  
Title: President and CEO

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: 007514 FRAME: 0066**



SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Alltech, Inc.**  
**(Kentucky Corporation)**

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
ALLTECH IFM	6325125	04/20/2021
ALLTECH NVGEN PACK	6308550	03/30/2021
AMPYIELD	6229631	12/22/2020
SELECT BAC	6170410	10/06/2020
MLR-100	6105054	07/21/2020
KENTUCKY BOURBON BARREL ALE	6039603	04/28/2020
KENTUCKY ALE	6039602	04/28/2020
NATUFLY-X	6003137	03/03/2020
GUARDIAN	5961826	01/14/2020
ALLTECH	5666790	01/29/2019
Design Only	5614856	11/27/2018
VILIGEN	5613295	11/20/2018
FEB-200	5545927	08/21/2018
FEEDING TIMES	5535704	08/07/2018
ONE 1 (Stylized)	5500291	06/26/2018
ONE	5500290	06/26/2018
ALLTECH	5487936	06/05/2018
RAPIREAD	5487923	06/05/2018
ROBOMAX	5475663	05/22/2018
A and Design	5407702	02/20/2018
ALLTECH	5375491	01/09/2018
BIO-MOS	5374910	01/09/2018
ALLTECH	5337218	11/14/2017
ALL-G RICH	5257370	08/01/2017
FORPLUS	5231949	06/27/2017
SELECT TC	5226904	06/20/2017
EPNIX	5210303	05/23/2017
ALLBIND	5176496	04/04/2017
KOFORMASE	5091213	11/29/2016
ALLTECH (Stylized)	5091140	11/29/2016
ALLTECH	5091139	11/29/2016
ECONOMASE	5091120	11/29/2016
NUCLEO-SACC	4863372	12/01/2015
LACTO-MOS	4863329	12/01/2015
Design Only	4646825	11/25/2014
BLUEPRINT	4625778	10/21/2014
OPTIGEN	4621270	10/14/2014

37+	4514735	04/15/2014
LIFEFORCE FORMULA	4489902	03/04/2014
DEMP	4261162	12/18/2012
INTIVATE	4257613	12/11/2012
CONNEMARA and Design	4221536	10/09/2012
CONNEMARA	4221534	10/09/2012
ACTIGEN	4206076	09/11/2012
ACTIGEN	4206075	09/11/2012
INTEGRAL	4160390	06/19/2012
ALLTECH and Design	4028757	09/20/2011
ALLTECH	4028654	09/20/2011
SELECT GH	3685122	09/22/2009
NATUSTAT	3277910	08/07/2007
STOCKER 4	3170402	11/14/2006
DE-ODORASE	3102724	06/13/2006
ALL-LAC	3102723	06/13/2006
ACID-ALL	3102722	06/13/2006
ACID-PAK 4-WAY 2X	3102721	06/13/2006
NATURE BAN	2859363	07/06/2004
BIOPLEX	2763512	09/16/2003
LACTO-SACC	2728783	06/24/2003
A	2699945	03/25/2003
NUPRO	2695274	03/11/2003
MTB-100	2686061	02/11/2003
ALLZYME	2677541	01/21/2003
MOLD-ZAP	2671975	01/07/2003
SEL-PLEX	2666431	12/24/2002
AMAIZE	2666430	12/24/2002
YEA-SACC	2663086	12/17/2002
FIBROZYME	2558862	04/09/2002
OPTIGEN	2502690	10/30/2001
ALLTECH	2270184	08/17/1999
ALLTECH and Design	2268156	08/10/1999
OXIBAN	2257341	06/29/1999
FEEDING TIMES	2136134	02/10/1998
MOLD-ZAP	2022203	12/10/1996
BIO-MOS	2022202	12/10/1996
ALFA-SAVE and Design	1974574	05/21/1996
YEA-SACC	1940658	12/12/1995
LACTO-SACC	1917580	09/12/1995

### **Trademark Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
EGALIS	90711851	05/14/2021
SELECT PXP	90369908	12/09/2020
SELECT RP	90306704	11/09/2020
A FEEDING THE MICROBIOME FORMULATED WITH ALLTECH NVGEN PACK and Design	90145300	08/28/2020

FINFAST	90066441	07/22/2020
Design Only	88794900	02/12/2020
PATHSTAR	88763674	01/17/2020
ALLZYME SPECTRUM	88763487	01/17/2020
GUARDICATE	88558251	08/01/2019
HERDHUB	88436727	05/18/2019
PLANET OF PLENTY	88294315	02/08/2019
TYNAGEN	88159982	10/18/2018