TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Improcrop USA, Inc.		04/15/2005	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 South LaSalle Street
Internal Address:	Mail Code: IL.1-231-08-30
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2658724	IMPROCROP
Registration Number:	2762645	AGROMOS
Registration Number:	2558863	COMPOST-AID
Registration Number:	2558860	CROP-SET
Registration Number:	2558864	GRAIN-SET
Registration Number:	2563706	STUBBLE-AID
Registration Number:	2558861	TURF-SET

CH $190.00 2658724

CORRESPONDENCE DATA

Fax Number: (336)726-6991

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (336) 721-3747

Email: rspringer@wcsr.com, lricci@wcsr.com

Correspondent Name: Randel S. Springer

Address Line 1: One West Fourth Street

Address Line 2:	Womble Carlyle Sandridge & Rice, PLLC
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101

NAME OF SUBMITTER:	Randel S. Springer
Signature:	/Randy Springer/
Date:	04/22/2005

Total Attachments: 14
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DOMESTIC INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Domestic Intellectual Property Security Agreement (this "Agreement") is made as of the 15th day of April, 2005 between IMPROCROP USA, INC., a Kentucky corporation, with its principal office at 3031 Catnip Hill Pike, Louisville, Kentucky 40356 ("Debtor"), to BANK OF AMERICA, N.A., a national banking association, with an office at 231 South LaSalle Street, Mail Code: IL1-231-08-30, Chicago, Illinois 60697, Attention: Anne Zeschke, as Collateral Agent for itself, the Administrative Agent, the Swing Line Lender, the L/C Issuer and the Lenders (and each Affiliate of a Lender which enters into a Swap Contract with any Credit Party) (as such terms are defined in the Credit Agreement referred to below) and their successors and assigns (in such capacity, "Secured Party").

RECITALS:

A. Alltech, Inc. 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 (collectively, the "Borrowers"), the Lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent, L/C Issuer, Swing Line Lender, Collateral Agent and Security Trustee have entered into that certain Credit Agreement, dated as of the 15th day of April, 2005 (as may hereafter be amended, modified, supplemented, restated, extended, or renewed and in effect from time to time, the "Credit Agreement"; which Credit Agreement sets forth the terms and conditions of Loans and Letters of Credit to the Borrowers, as more particularly described in the Credit Agreement.

B. Debtor has also entered into that certain Security Agreement dated of even date herewith with Secured Party as Collateral Agent for the Lenders, among others, (such agreement as it may be amended, restated, restated or otherwise modified from time to time is referred to herein as the "Domestic Security Agreement").

C. The execution and delivery of this Agreement is required by the Credit Agreement as a condition to making extensions of credit thereunder.

D. Terms defined in the Credit Agreement, and not otherwise defined herein, are used herein with their meanings as set forth in the Credit Agreement.

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NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy, receipt, and sufficiency of which are hereby acknowledged, and in order to induce Secured Party and the Lenders to make Loans pursuant to the Credit Agreement, the parties hereto hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

"Copyright License" means any written agreement now or hereafter in existence granting to Debtor any right to use any Copyright.

"Copyrights" means all of the following: (a) all copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals, extensions, and modifications thereof; (c) all income, royalties, damages, profits, and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present, or future infringements of any of the foregoing; and (e) all other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by Debtor.

"Intellectual Property" means the Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, and Trademark Licenses.

"License" means any Copyright License, Patent License or Trademark License.

"Obligations" shall mean and include (a) the due and punctual payment by the Borrowers of: (i) the principal of, premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and any renewals, modifications or extensions thereof, in whole or in part, (ii) each payment required to be made by the Debtor in respect of the L/C Obligations, when and as due, including payments in respect of reimbursement of disbursements, interest thereon, and obligations to provide cash collateral and any renewals, modifications or extensions thereof, in whole or in part; and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) of the Borrowers to the Lenders under the Credit Agreement and the other Loan Documents to which either or both Borrowers is or is to be a party and any renewals, modifications or extensions thereof, in whole or in part; (b) the due and punctual payment and performance of all other obligations of the Borrowers or any other Credit Party under or pursuant to the Credit Agreement and the other Loan Documents, and any renewals, modifications or extensions thereof, in whole or in part; (c) the due and punctual payment and performance of all indebtedness, liabilities, and obligations of any and every kind and nature heretofore, now or hereafter owing, due or payable from the Borrowers, or either

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of them, arising under, in connection with or evidenced by the Swap Contracts entered into between any Secured Party and any Credit Party, and any renewals, modifications or extensions thereof, in whole or in part; (d) the due and punctual payment and performance of all obligations of each Credit Party under any Guaranty and the other Loan Documents to which it is or is to be a party and any and all renewals, modifications or extensions thereof, in whole or in part; (e) the due and punctual payment and performance of all obligations of each Credit Party under the Collateral Documents to which any Credit Party is or is to be a party and any and all renewals, modifications or extensions thereof, in whole or in part; (f) all future advances and re-advances that may subsequently be made to the Borrower, or either of them, by Lenders, evidenced by the Credit Agreement, any Note or any other Loan Document or Swap Contract entered into between any Secured Party and any Credit Party (subject to clause (c) above), and all renewals, replacements, extensions or modifications thereof; (g) all other indebtedness of Borrowers, or either of them, to Lenders, now or hereafter existing hereunder or under the other Loan Documents, whether direct or indirect, plus interest thereon and all charges and expenses of collection incurred by Lenders, or any of them,, including court costs, and reasonable attorneys' fees; and (h) the payment and performance by Borrowers of all obligations, agreements, covenants, representations and warranties in this Agreement, the Credit Agreement, the Loan Documents and any other document executed and delivered in connection therewith.

"Patent License" means any written agreement now or hereafter in existence granting to Debtor any right to use any invention on which a Patent is in existence.

"Patents" means any and all of the following: (a) all patents, patent applications, and patentable inventions, and all of the inventions and improvements described and claimed therein; (b) all continuations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part, or reissues of any of the foregoing; (c) all income, royalties, profits, damages, awards, and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all other rights and benefits relating to any of the foregoing throughout the world; in each case, whether now owned or hereafter acquired by Debtor.

"Proceeds" means any "proceeds," as such term is defined in Article 9 of the UCC and including, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting, or purporting to act, for or on behalf of any Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademark License" means any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark.

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"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all reissues, extensions, and renewals thereof; (c) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; (c) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by Debtor.

"UCC" means the Uniform Commercial Code as in effect in the State of New York and/or any other jurisdiction the laws of which may be applicable to or in connection with the creation, perfection or priority of any Lien on any Collateral

2. Grant of Security Interest. As collateral security for the prompt payment and performance in full when due of the Obligations (whether at stated maturity, by acceleration, or otherwise), Debtor hereby pledges and assigns to Secured Party, and grants to Secured Party a continuing lien on and security interest in, all of Debtor's right, title, and interest in and to the following, whether now owned or hereafter arising or acquired and wherever located (collectively, the "Intellectual Property Collateral"):

(a) Any and all Copyrights and Copyright Licenses, including without limitation those set forth on Exhibit A attached hereto;

(b) Any and all Patents and Patent Licenses, including without limitation the patents and patent applications set forth on Exhibit B attached hereto;

(c) Any Trademarks and Trademark Licenses, including without limitation those set forth on Exhibit C attached hereto;

(d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents, and

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(f) All Proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

3. Covenants and Warranties. Debtor represents, warrants, covenants and agrees as follows:

(a) Debtor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Debtor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement by which Debtor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes a security interest;

(c) During the term of this Agreement, Debtor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Debtor in the ordinary course of business or as set forth in this Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Debtor shall promptly advise Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent, or Copyright specified in this Agreement;

(f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld,

(g) Debtor shall not register any Copyrights with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Secured Party of its intent to register such Copyrights and has provided Secured Party with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Secured Party may reasonably request in order to maintain the perfection and priority of Secured Party's security interest in the Copyrights proposed to b e registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with

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the United States Copyright Office. Debtor shall promptly provide to Secured Party a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Secured Party to maintain the perfection and priority of its security interest in such Copyrights . Debtor shall provide written notice to Secured Party of any application filed by Debtor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) This Agreement creates, and in the case of after acquired Intellectual Property Collateral, this Agreement will create at the time Debtor first has rights in such after acquired Intellectual Property Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Purchase Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Debtor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Debtor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(l) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Debtor to dispose of any material Intellectual Property Collateral of the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor. Debtor shall reimburse and

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indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Debtor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Debtor, and any of Debtor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Debtor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Secured Party access to Debtor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents, Trademarks, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon Debtor's failure or inability to do so, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit A, Exhibit B, and Exhibit C hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, in which Debtor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Debtor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

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(a) An Event of Default occurs under the Credit Agreement; or

(b) Debtor breaches any warranty or agreement made by Debtor in this Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code, including without limitation the right to require Debtor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Debtor will pay any expenses (including reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Debtor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Debtor, whether under this Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Reassignment. At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Secured Party shall execute and deliver to Debtor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Agreement may be executed in two or more

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counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement by their duly authorized officers as of the date first above written.

IMPROCROP U.S.A., INC., as Debtor

By: Nathan Hohman
Name: Nathan H. Hohman
Title: Secretary

BANK OF AMERICA, N.A,
as Collateral Agent

By:_____
Name: Thomas Kilcrease, Jr.
Title: Senior Vice President

[Signature Page to Domestic Intellectual Property Security Agreement]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement by their duly authorized officers as of the date first above written.

IMPROCROP USA, INC., as Debtor

By:_____
Name:
Title:

BANK OF AMERICA, N.A,
as Collateral Agent

By:_____
Name: Thomas Kilcrease, Jr.
Title: Senior Vice President

[Signature Page to Domestic Intellectual Property Security Agreement]

Exhibit "A" attached to that certain Domestic Intellectual Property Security Agreement.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

Copyright Description	Registration Number	Date of Issuance
NONE		

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

Copyright Description	Application Number	Date of Filing	Date of Creation	First Date of Public Distribution
NONE				

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

Copyright Description	Date of Creation	First Date of Public Distribution
NONE		

Exhibit "B" attached to that certain Domestic Intellectual Property Security Agreement.

EXHIBIT "B"

PATENTS

Patent Description	Serial Number	Filing Date/Publication Date
NONE		

Exhibit "C" attached to that certain Domestic Intellectual Property Security Agreement.

EXHIBIT "C"

TRADEMARKS

TRADEMARK

DESCRIPTION COUNTRY SERIAL NO. REG. NO STATUS

Of Improcrop USA, Inc.:

Trademark Description	Country	Application No./ Serial No.	Registration Number	Status
IMPROCROP AN ALLTECH COMPANY	USA	76381231		Dead
IMPROCROP	USA	76307339	2658724	Live
AGROMOS	USA	76381230	2,762,645	Live
COMPOST-AID	USA	76307343	2,558,863	Live
CROP-SET	USA	76307338	2,558,860	Live
GRAIN-SET	USA	76307344	2,558,864	Live
IMPROCROP (design)	USA		PENDING	
STUBBLE-AID	USA	76307341	2,563,706	Live
TURF-SET	USA	76307340	2,558,861	Live

	Agromos	Amaize	Bio-Boost	Breakdown	Compost-Aid	Crop-Set	Grain-Set	Improcrop	Impro. (design)	Stubble-Aid	Stubble Digest	Turf-Set
Australia					Rejected	P	P	P	P	P		
Brazil	P				P	P	P	P		P		P
Canada	P	P				P		P	P	P		
Chile						P		X	P			
E.C.					P	X	X	P	P	P		
Mexico	P				P	P				P		P
S. Africa	P		X	X		X		P	P		X	
Turkey	P					X		P	X			
Uruguay		X										
USA	X				X	X	X	X	P	X		X

X-Registered Use
P-Pending
A-Applied

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