

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
Alltech, Inc.		06/18/2010	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as Administrative Agent
Street Address:	245 Park Avenue
Internal Address:	37th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	New York State License Branch of a Dutch Banking Cooperative: NETHERLANDS

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	78836293	
Serial Number:	76381233	A
Serial Number:	77095352	A
Serial Number:	76621007	ACID-ALL
Serial Number:	76621006	ACID-PAK 4-WAY 2X
Serial Number:	74554761	ALFA-SAVE
Serial Number:	76621008	ALL-LAC
Serial Number:	75321971	ALLTECH
Registration Number:	3795977	ALLTECH
Serial Number:	75321970	ALLTECH
Serial Number:	77536234	ALLTECH FESTIVAL
Serial Number:	77535781	ALLTECH FORTNIGHT FESTIVAL
Serial Number:	77536208	ALLTECH FORTNIGHT PRODUCTIONS

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Serial Number:	76381232	ALLZYME
Serial Number:	76381234	AMAIZE
Serial Number:	75053837	BIO-MOS
Serial Number:	76381236	BIOPLEX
Serial Number:	76621011	DE-ODORASE
Serial Number:	76621012	FEB-200
Serial Number:	74732893	FEEDING TIMES
Serial Number:	76307342	FIBROZYME
Serial Number:	78836315	KENTUCKY ALE
Serial Number:	78836327	KENTUCKY LIGHT
Serial Number:	74554762	LACTO-SACC
Serial Number:	76381237	LACTO-SACC
Serial Number:	75053839	MOLD-ZAP
Serial Number:	76381238	MOLD-ZAP
Serial Number:	76381239	MTB-100
Serial Number:	76381240	NATURE BAN
Serial Number:	78827440	NATUSTAT
Serial Number:	76381241	NUPRO
Serial Number:	75742067	OPTIGEN
Serial Number:	75541102	OXIBAN
Serial Number:	77542863	SELECT GH
Serial Number:	76381242	SEL-PLEX
Serial Number:	73775126	SIL-ALL
Serial Number:	76066369	SIL-ALL 4X4
Serial Number:	76621013	STOCKER 4
Serial Number:	74541882	YEA-SACC
Serial Number:	76381244	YEA-SACC

CORRESPONDENCE DATA

Fax Number: (678)553-2602
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6785532601
Email: jimmarl@gtlaw.com
Correspondent Name: LaShana C. Jimmar, Paralegal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 3290 Northside Parkway, Suite 400
Address Line 4: Atlanta, GEORGIA 30327

TRADEMARK

REEL: 004231 FRAME: 0347

NAME OF SUBMITTER:	LaShana C. Jimmar
Signature:	/LaShana C. Jimmar/
Date:	06/24/2010
Total Attachments: 9 source=Alltech Trademark S.A._001#page1.tif source=Alltech Trademark S.A._001#page2.tif source=Alltech Trademark S.A._001#page3.tif source=Alltech Trademark S.A._001#page4.tif source=Alltech Trademark S.A._001#page5.tif source=Alltech Trademark S.A._001#page6.tif source=Alltech Trademark S.A._001#page7.tif source=Alltech Trademark S.A._001#page8.tif source=Alltech Trademark S.A._001#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 18th of June, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("Rabobank"), in its capacity as Administrative Agent for the Finance Parties (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of June 18, 2010 (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"), Rabobank, in its capacity as administrative agent for the Lenders ("Administrative Agent"), Administrative Agent and the other agents party thereto, 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 Pledge and Security Agreement dated as of June 18, 2010 (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, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of such Grantor's Trademarks and, except to the extent specifically excluded from the defined term "Collateral" pursuant to the Security Agreement, Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions 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 Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Finance Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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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., a Kentucky corporation

By: Nathan Hohman
Name: Nathan Hohman
Title: Secretary

ACKNOWLEDGED AND
AGREED:

COÖPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A., "RABOBANK
NEDERLAND", NEW YORK BRANCH, as
Administrative Agent

By: 
Name: Michalene Donegan
Title: Executive Director

By: 
Name: Rebecca O. Morrow
Title: Executive Director






SCHEDULE I



to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark Applications

Trademark	Ser. No. (SN)/ Reg. No. (RN)	Registration Date	Owner
MISCELLANEOUS DESIGN 	SN:78-836293 RN:3,193,982	January 2, 2007	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
A (Stylized) 	SN:76-381233 RN:2,699,945	March 25, 2003	Alltech, Inc. (Kentucky Corp.)
A and Design 	SN:77-095352 RN:3,631,950	June 2, 2009	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
ACID-ALL	SN:76-621007 RN:3,102,722	June 13, 2006	Alltech, Inc. (Kentucky Corp.)
ACID-PAK 4-WAY 2X	SN:76-621006 RN:3,102,721	June 13, 2006	Alltech, Inc. (Kentucky Corp.)
ALFA-SAVE (Stylized) 	SN:74-554761 RN:1,974,574	May 21, 1996	Alltech, Inc. (Kentucky Corp.)
ALL-LAC	SN:76-621008 RN:3,102,723	June 13, 2006	Alltech, Inc. (Kentucky Corp.)
ALLTECH	SN:75-321971 RN:2,270,184	August 17, 1999	Alltech, Inc. (Kentucky Corp.)
ALLTECH	RN: 3,795,977	June 1, 2010	Alltech, Inc. (Kentucky Corp.)
ALLTECH (Stylized) 	SN:75-321970 RN:2,268,156	August 10, 1999	Alltech, Inc. (Kentucky Corp.)
ALLTECH FESTIVAL	SN:77-536234 RN:3,586,647	March 10, 2009	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
ALLTECH FORTNIGHT FESTIVAL	SN:77-535781 RN:3,716,412	November 24, 2009	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356

Trademark	Ser. No. (SN)/ Reg. No. (RN)	Registration Date	Owner
ALLTECH FORTNIGHT PRODUCTIONS	SN:77-536208 RN:3,586,644	March 10, 2009	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
ALLZYME	SN:76-381232 RN:2,677,541	January 21, 2003	Alltech, Inc. (Kentucky Corp.)
AMAIZE	SN:76-381234 RN:2,666,430	December 24, 2002	Alltech, Inc. (Kentucky Corp.)
BIO-MOS	SN:75-053837 RN:2,022,202	December 10, 1996	Alltech, Inc. (Kentucky Corp.)
BIOPLEX	SN:76-381236 RN:2,763,512	September 16, 2003	Alltech, Inc. (Kentucky Corp.)
DE-ODORASE	SN:76-621011 RN:3,102,724	June 13, 2006	Alltech, Inc. (Kentucky Corp.)
FEB-200	SN:76-621012 RN:3,039,615	January 10, 2006	Alltech, Inc. (Kentucky Corp.)
FEEDING TIMES	SN:74-732893 RN:2,136,134	February 10, 1998	Alltech, Inc. (Kentucky Corp.)
FIBROZYME	SN:76-307342 RN:2,558,862	April 9, 2002	Alltech, Inc. (Kentucky Corp.)
KENTUCKY ALE and Design 	SN:78-836315 RN:3,203,795	January 30, 2007	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
KENTUCKY LIGHT and Design 	SN:78-836327 RN:3,203,796	January 30, 2007	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
LACTO-SACC	SN:74-554762 RN:1,917,580	September 12, 1995	Alltech, Inc. (Kentucky Corp.)
LACTO-SACC	SN:76-381237 RN:2,728,783	June 24, 2003	Alltech, Inc. (Kentucky Corp.)
MOLD-ZAP	SN:75-053839 RN:2,022,203	December 10, 1996	Alltech, Inc. (Kentucky Corp.)
MOLD-ZAP	SN:76-381238 RN:2,671,975	January 7, 2003	Alltech, Inc. (Kentucky Corp.)
MTB-100	SN:76-381239 RN:2,686,061	February 11, 2003	Alltech, Inc. (Kentucky Corp.)
NATURE BAN	SN:76-381240 RN:2,859,363	July 6, 2004	Alltech, Inc. (Kentucky Corp.)

Trademark	Ser. No. (SN)/ Reg. No. (RN)	Registration Date	Owner
NATUSTAT	SN:78-827440 RN:3,277,910	August 7, 2007	Alltech, Inc. (Kentucky Corp.) 3101 Catnip Hill Nicholasville, Kentucky 40356
NUPRO	SN:76-381241 RN:2,695,274	March 11, 2003	Alltech, Inc. (Kentucky Corp.)
OPTIGEN	SN:75-742067 RN:2,502,690	October 30, 2001	Alltech, Inc. (Kentucky Corp.) 3101 Catnip Hill Pike Nicholasville, Kentucky 40356
OXIBAN	SN:75-541102 RN:2,257,341	June 29, 1999	Alltech, Inc. (Kentucky Corp.)
SELECT GH	SN:77-542863 RN:3,685,122	September 22, 2009	Alltech, Inc. (Kentucky Corp.) 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
SEL-PLEX	SN:76-381242 RN:2,666,431	December 24, 2002	Alltech, Inc. (Kentucky Corp.)
SIL-ALL	SN:73-775126 RN:1,570,506	December 12, 1989	Alltech, Inc. (Kentucky Corp.)
SIL-ALL 4X4	SN:76-066369 RN:2,465,671	July 3, 2001	Alltech, Inc. (Kentucky Corp.)
STOCKER 4	SN:76-621013 RN:3,170,402	November 14, 2006	Alltech, Inc. (Kentucky Corp.)
YEA-SACC	SN:74-541882 RN:1,940,658	December 12, 1995	Alltech, Inc. (Kentucky Corp.)
YEA-SACC	SN:76-381244 RN:2,663,086	December 17, 2002	Alltech, Inc. (Kentucky Corp.)