

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank Nederland", New York Branch, as resigning Administrative Agent		09/13/2013	New York State License Branch of a Dutch Banking Cooperative: NETHERLANDS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as successor Administrative Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3203796	KENTUCKY LIGHT
Registration Number:	3203795	KENTUCKY ALE
Registration Number:	3193982	
Registration Number:	3277910	NATUSTAT
Registration Number:	3685122	SELECT GH
Registration Number:	3586647	ALLTECH FESTIVAL
Registration Number:	3586644	ALLTECH FORTNIGHT PRODUCTIONS
Registration Number:	3716412	ALLTECH FORTNIGHT FESTIVAL
Registration Number:	3631950	A
Registration Number:	3795977	ALLTECH
Registration Number:	3170402	STOCKER 4

OP \$1015.00 3203796

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:	2663086	YEA-SACC
Registration Number:	2666431	SEL-PLEX
Registration Number:	2695274	NUPRO
Registration Number:	2859363	NATURE BAN
Registration Number:	2686061	MTB-100
Registration Number:	2671975	MOLD-ZAP
Registration Number:	2728783	LACTO-SACC
Registration Number:	2763512	BIOPLEX
Registration Number:	2666430	AMAIZE
Registration Number:	2699945	A
Registration Number:	2677541	ALLZYME
Registration Number:	2558862	FIBROZYME
Registration Number:	2502690	OPTIGEN
Registration Number:	2257341	OXIBAN
Registration Number:	2270184	ALLTECH
Registration Number:	2268156	ALLTECH
Registration Number:	2022203	MOLD-ZAP
Registration Number:	2022202	BIO-MOS
Registration Number:	2136134	FEEDING TIMES
Registration Number:	1917580	LACTO-SACC
Registration Number:	1974574	ALFA-SAVE
Registration Number:	1940658	YEA-SACC
Registration Number:	3039615	FEB-200
Registration Number:	1570506	SIL-ALL
Registration Number:	2465671	SIL-ALL 4X4

CORRESPONDENCE DATA

Fax Number: 9194168339

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 919 286-8049

Email: PTO_TMconfirmation@mvalaw.com

TRADEMARK
REEL: 005112 FRAME: 0535

Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4855 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	09/16/2013

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") dated as of September 13, 2013 is by and among COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, in its capacity as resigning Administrative Agent (in such capacity, the "Resigning Agent"), BANK OF AMERICA, N.A., in its capacity as successor Senior Collateral Agent (in such capacity, the "Successor Agent"), and the Borrowers identified on the signature pages hereto.

WHEREAS, the Second Amended and Restated Credit Agreement (as amended, modified and supplemented from time to time, the "Credit Agreement") dated as of June 18, 2010 was entered into by and among Alltech, Inc. and Lyonsall LLC y CIA, Sociedad en Comandita, as Borrowers, the Lenders party thereto, and the Administrative Agent identified therein, and the Patent Security Agreement ("Patent Security Agreement"), the Trademark Security Agreement ("Trademark Security Agreement"), and the Copyright Security Agreement ("Copyright Security Agreement") (collectively, the "IP Security Agreements"), each dated as of June 18, 2010, were entered into by and among Alltech, Inc. and Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch, as the Administrative Agent identified therein;

WHEREAS, in connection with the resignation of Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New York Branch as Administrative Agent and the appointment of Bank of America, N.A. as successor Administrative Agent pursuant to the Resignation and Appointment of Agent dated as of September 13, 2013 ("Resignation Agreement"), the Resigning Agent desires to assign all of its right, title and interest in and to the intellectual property included in the Collateral ("Intellectual Property Collateral") to the Successor Agent, including the Intellectual Property Collateral identified on Schedule 1 hereto; and

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement and the IP Security Agreements.

2. Assignment. The Resigning Agent irrevocably transfers, assigns, grants, and conveys, without any representation, warranty or recourse, to the Successor Agent all of the Resigning Agent's right, title and interest in and to the Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral identified on Schedule 1 hereto, the IP Security Agreements, all security interests in the Intellectual Property Collateral arising under the Loan Documents, and all security interest filings and notices relating to in the Intellectual Property Collateral associated with the Loan Documents, together with any rider, addendum, exhibit, schedule and attachment thereto. The parties hereto agree that this Agreement is intended to be an absolute assignment.

3. Cooperation. The Resigning Agent shall deliver to the Successor Agent, on or promptly following the date hereof, the originals of this Agreement and the Credit Parties and the Resigning Agent authorize the Successor Agent to record this Agreement amending the name of the secured party in the IP Security Agreements (including for purposes of amending the name of

the secured party of record with the United States Patent and Trademark Office and the United States Copyright Office with respect to the Intellectual Property Collateral) to Bank of America, N.A., as Administrative Agent.

4. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. No Novation. The parties hereto agree that this Agreement shall constitute an amendment to any of the Loan Documents and shall not constitute a novation in any manner whatsoever.

6. Expenses. The Borrowers agree to promptly reimburse the Resigning Agent and the Successor Agent for all expenses (including fees and expenses of counsel) incurred in connection with this Agreement.

7. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

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

By: 

Name: Naoko Kojima

Title: Executive Director

By: 

Name: Nader Pasdar

Title: Managing Director

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

By: _____

Name:

Title:

ALLTECH, INC., a Kentucky corporation, as Borrower

By: _____

Name:

Title:

LYONSALL LLC Y CIA, SOCIEDAD EN COMANDITA, a Spanish limited partnership, as Borrower

By: _____

Name:


Title:

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

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

By: _____
Name:
Title:

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

By: 
Name: John M. Hall
Title: Senior Vice President

ALLTECH, INC., a Kentucky corporation, as Borrower

By: _____
Name:
Title:

LYONSALL LLC Y CIA, SOCIEDAD EN COMANDITA, a Spanish limited partnership, as Borrower

By: _____
Name:
Title:

ALLTECH, INC.
INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the following have executed this Intellectual Property Security Interest Assignment Agreement on the date first above written.

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

By: _____
Name:
Title:

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

By: _____
Name:
Title:

ALLTECH, INC., a Kentucky corporation, as Borrower

By: _____
Name: Thomas Pearse Lyons
Title: President

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)

JOINT ADMINISTRATORS

By: _____
Name: Thomas Pearse Lyons
Title: Legal Representative of Lyonsall, LLC

By: _____
Name: Nathan Hohman
Title: Legal Representative of Allyons, LLC

ALLTECH, INC.
INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

Schedule 1

INTELLECTUAL PROPERTY COLLATERAL

U.S. Patents Subject to Security Interest
 Granted by Alltech, Inc.
 In Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New
 York Branch, as Administrative Agent
 Recorded June 25, 2010 at Reel 024588 Frame 0605

Issued Patents

Title	Patent No.	Issue Date
METHODS AND COMPOSITIONS FOR CONTROL OF COCCIDIOSIS	7048937	05/23/06
COMPOSITIONS AND METHODS FOR REDUCTION OF EFFECTS OF ENDOPHYTE-INFECTED FORAGES	6344221	02/05/02
COMPOSITIONS AND METHODS FOR REMOVAL OF MYCOTOXINS FROM ANIMAL FEED	6045834	04/04/00

Pending Applications

Title	Appl. No.	Filing Date
COMPOSITIONS AND METHODS FOR ESTABLISHING AND/OR MAINTAINING PREGNANCY	12122331 20080286382	05/16/08
USE OF SELENIUM COMPOUNDS, ESPECIALLY SELENIUM YEASTS FOR ALTERING COGNITIVE FUNCTION	11581243 20080008692	10/16/06
METHODS AND COMPOSITIONS FOR ALTERING CELL FUNCTION	11581282 20070122491	10/16/06
METHODS AND COMPOSITIONS FOR CONTROLLING PARASITIC INFECTIONS OF ANIMALS	11571053 20080008767	12/21/06
METHOD FOR DETECTION OF YEAST CELL WALL	11553737 20080102486	10/27/06
METHODS AND COMPOSITIONS FOR ALTERING CELL FUNCTION	11789275 20080107755	04/24/07
METHODS AND COMPOSITIONS FOR ALTERING CELL FUNCTION	11581682 20080004255	10/16/06
METHODS AND COMPOSITIONS FOR ALTERING CELL FUNCTION	11581535 20070155687	10/16/06

U.S. Trademarks Subject to Security Interest
 Granted by Alltech, Inc.
 In Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New
 York Branch, as Administrative Agent
 Recorded June 24, 2010 at Reel 4231 Frame 0346

Registered Marks

Mark	Reg. No.	Reg. Date
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KENTUCKY LIGHT and Design	3203796	01/30/07
KENTUCKY ALE and Design	3203795	01/30/07
Design only	3193982	01/02/07
NATUSTAT	3277910	08/07/07
SELECT GH	3685122	09/22/09
ALLTECH FESTIVAL	3586647	03/10/09
ALLTECH FORTNIGHT PRODUCTIONS	3586644	03/10/09
ALLTECH FORTNIGHT FESTIVAL	3716412	11/24/09
A and Design	3631950	06/02/09
ALLTECH	3795977	06/01/10
STOCKER 4	3170402	11/14/06
DE-ODORASE	3102724	06/13/06
ALL-LAC	3102723	06/13/06
ACID-ALL	3102722	06/13/06
ACID-PAK 4-WAY 2X	3102721	06/13/06
YEA-SACC	2663086	12/17/02
SEL-PLEX	2666431	12/24/02
NUPRO	2695274	03/11/03
NATURE BAN	2859363	07/06/04
MTB-100	2686061	02/11/03
MOLD-ZAP	2671975	01/07/03
LACTO-SACC	2728783	06/24/03
BIOPLEX	2763512	09/16/03
AMAIZE	2666430	12/24/02
A	2699945	03/25/03
ALLZYME	2677541	01/21/03
FIBROZYME	2558862	04/09/02
OPTIGEN	2502690	10/30/01
OXIBAN	2257341	06/29/99
ALLTECH	2270184	08/17/99
ALLTECH	2268156	08/10/99
MOLD-ZAP	2022203	12/10/96
BIO-MOS	2022202	12/10/96
FEEDING TIMES	2136134	02/10/98
LACTO-SACC	1917580	09/12/95
ALFA-SAVE	1974574	05/21/96
YEA-SACC	1940658	12/12/95
FEB-200	3039615	01/10/06
SIL-ALL	1570506	12/12/89
SIL-ALL 4X4	2465671	07/03/01

U.S. Copyrights Subject to Security Interest
 Granted by Alltech, Inc.
 In Favor of Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A., "Rabobank Nederland", New
 York Branch, as Administrative Agent
 Recorded February 22, 2011 at Volume 3592 Doc. No. 158

Registered Copyrights

Title	Reg. No.	Reg. Date
Functional Nutrients to Enhance Lifetime Performance: A Role For NuPro in Early Life	TX7108771	06/13/08
Alltech's Life Force Horse Design	VA1676756	06/26/09
Enzymes In Feed VS Enzymes In The Lab: Challenges to, and solutions for analytical problems	TX6931359	07/24/08
Novel Ingredients Demand Novel Analytical Techniques: Developing a Routine Test for Glucan/Mannan – Quality Assurance and Regulatory Advantages	TX6894743	06/26/08
Bio-Mos – A New Weapon Against Antibiotic Resistance	TX6895273	07/29/08
The Corn Fuel Pump	VA1624751	10/22/07
Are you ready for the raw material of the future? Fiber! How microbes can work for us using solid state fermentation	TX6609652	07/27/07
Maximizing fertility in modern pig genotypes	TX6609651	07/27/07
Selenium and the HIV pandemic : a role in viral evolution, virulence and the pathogenesis of AIDS	TX6609650	07/27/07
Recognizing the reality of the aquaculture mycotoxin problem : searching for a common and effective solution	Errantly listed as: TX6609650 Correct number is: TX6604956	07/26/07
A perspective from the wild : domestic vs. wild bird egg mineral deposition : lessons on the key role of Sel-Plex in lowering costs	Errantly listed as: TX6604956 Correct number is: TX6604741	07/26/07
Nutrigenomics: feeding the genes for fertility	TX6605223	07/24/07
Bridging the post-weaning piglet growth gap: the NuPro experience in Asia Pacific	TX6605168	07/25/07
Addressing some key issues in the animal industry: through the looking glass	TX6605167	07/13/07
Advances in nutrigenomics for cattle : entering uncharted territory	TX6404435	06/26/06
Organic mineral absorption : molecular mimicry or modified mobility	TXu1297150	04/28/06
Making a case for the effects of selenium on production-energy metabolism	TXu1294580	04/19/06
Delivering on the promise of nutrigenomics	TXu1297760	04/24/06
2-1-4-3 model	VAu649886	11/22/04
Bio-Mos PowerBase CD : 161v1	PA1155826	05/05/03
The Greenest Generation and the Future of Animal Production – Nine Green Technologies for Animal Agriculture	TX7129180	06/04/08
Building Shrimp Diets with Sustainable Ingredients: Commercial Response to NuPro	TX7134960	06/16/08

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