

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<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.		09/13/2013	CORPORATION: KENTUCKY

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

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	4257705	TOWN BRANCH
Registration Number:	4261162	DEMP
Registration Number:	4257613	INTIVATE
Registration Number:	4206076	ACTIGEN
Registration Number:	4206075	ACTIGEN
Registration Number:	4253125	KENTUCKY LIGHT
Registration Number:	4253124	KENTUCKY ALE
Registration Number:	4256696	KENTUCKY LIGHT
Registration Number:	4256695	KENTUCKY ALE
Registration Number:	4221536	CONNEMARA
Registration Number:	4221534	CONNEMARA
Registration Number:	4161399	ALLTECH ANGUS
Registration Number:	4161398	ALLTECH ANGUS

OP \$1065.00 4257705

Registration Number:	4135567	ALLTECH
Registration Number:	4160526	ALLTECH ANGUS
Registration Number:	4142733	ALLTECH
Registration Number:	4160390	INTEGRAL
Registration Number:	4028757	ALLTECH
Registration Number:	4028654	ALLTECH
Registration Number:	3886802	BLUEGRASS SUNDOWN
Registration Number:	4063667	PEARSE LYONS RESERVE
Registration Number:	3830032	KENTUCKY BOURBON BARREL ALE
Registration Number:	3795977	ALLTECH
Serial Number:	85966467	BLUEPRINT
Serial Number:	85951381	ALLTECH AGNETWORK
Serial Number:	85951262	AG
Serial Number:	85913374	KENTUCKY IPA
Serial Number:	85913279	KENTUCKY BOURBON BARREL STOUT
Serial Number:	85912952	KENTUCKY KOLSCH
Serial Number:	85912948	KENTUCKY LEMON BARREL SHANDY
Serial Number:	85857504	TOWN BRANCH
Serial Number:	85722870	AG ALLTECH AGNETWORK
Serial Number:	85638350	E
Serial Number:	85628983	LYONS FARM
Serial Number:	85611894	ALLTECH CROP SCIENCE
Serial Number:	85610590	DELICIOUS IS NUTRITIOUS
Serial Number:	85610487	ECOLOGAE
Serial Number:	85574124	ACTIGEN
Serial Number:	85574120	ACTIGEN
Serial Number:	85544744	N
Serial Number:	85519791	NATURALLY IT TASTES BETTER, IT'S ALL NAT
Serial Number:	77769123	LIFEFORCE FORMULA

**CORRESPONDENCE DATA**

Fax Number: 9194168363

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

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

**TRADEMARK**  
**REEL: 005112 FRAME: 0557**

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: 6**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th of September, 2013, 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 Third Amended and Restated Credit Agreement dated as of September 13, 2013 (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"), and Bank of America, in its capacity as administrative agent for the Lenders ("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, 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 Amended and Restated Pledge and Security Agreement dated as of September 13, 2013 (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 (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. 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.

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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

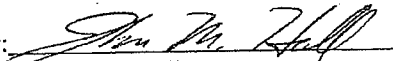
By: \_\_\_\_\_  
Name: Thomas Pearse Lyons  
Title: President

ALLTECH, INC.  
TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005112 FRAME: 0561

ACKNOWLEDGED AND AGREED:

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

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

ALLTECH, INC.  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005112 FRAME: 0562**

**Schedule 1**

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

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
TOWN BRANCH	4257705	12/11/12
DEMP	4261162	12/18/12
INTIVATE	4257613	12/11/12
ACTIGEN	4206076	09/11/12
ACTIGEN	4206075	09/11/12
KENTUCKY LIGHT	4253125	12/04/12
KENTUCKY ALE	4253124	12/04/12
KENTUCKY LIGHT and Design	4256696	12/11/12
KENTUCKY ALE and Design	4256695	12/11/12
CONNEMARA and Design	4221536	10/09/12
CONNEMARA	4221534	10/09/12
ALLTECH ANGUS and Design	4161399	06/19/12
ALLTECH ANGUS and Design	4161398	06/19/12
ALLTECH	4135567	05/01/12
ALLTECH ANGUS	4160526	06/19/12
ALLTECH	4142733	05/15/12
INTEGRAL	4160390	06/19/12
ALLTECH	4028757	09/20/11
ALLTECH	4028654	09/20/11
BLUEGRASS SUNDOWN	3886802	12/07/10
PEARSE LYONS RESERVE	4063667	11/29/11
KENTUCKY BOURBON BARREL ALE	3830032	08/10/10
ALLTECH	3795977	06/01/10

**Pending Applications**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
BLUEPRINT	85966467	06/21/13
ALLTECH AGNETWORK	85951381	06/05/13
AG and Design	85951262	06/05/13
KENTUCKY IPA	85913374	04/24/13
KENTUCKY BOURBON BARREL STOUT	85913279	04/24/13
KENTUCKY KOLSCH	85912952	04/24/13
KENTUCKY LEMON BARREL SHANDY	85912948	04/24/13
TOWN BRANCH	85857504	02/22/13
ALLTECH AGNETWORK and Design	85722870	09/07/12
E and Design	85638350	05/30/12
LYONS FARM	85628983	05/18/12
ALLTECH CROP SCIENCE and Design	85611894	04/30/12



DELICIOUS IS NUTRITIOUS	85610590	04/27/12
ECOLOGAE	85610487	04/27/12
ACTIGEN and Design	85574124	03/20/12
ACTIGEN and Design	85574120	03/20/12
N and Design	85544744	02/16/12
NATURALLY IT TASTES BETTER, IT'S ALL NATURAL	85519791	01/19/12
LIFEFORCE FORMULA	77769123	06/26/09

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