

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 ASSOCIATES, INC.		02/03/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, AS THE COLLATERAL AGENT
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	0941208	ADSORBOSIL-
Registration Number:	1265450	ALLTECH
Registration Number:	1308795	CHIRASIL-VAL
Registration Number:	1321876	DEACTIGLAS
Registration Number:	2917779	DENALI
Registration Number:	2836278	MODCOL
Registration Number:	2265821	MULTIPACKER
Registration Number:	1219854	OXY-PURGE
Registration Number:	3761067	REVELERIS
Registration Number:	3794124	REVELERIS
Registration Number:	3502990	SPRING
Registration Number:	4216256	VISIONHT
Registration Number:	1712890	VYDAC

CORRESPONDENCE DATA

900279201

TRADEMARK
 REEL: 005207 FRAME: 0974

CH \$340.00 0941208

Fax Number: 3129939767

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

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 2: c/o Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	049646-0173
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	02/04/2014

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of February 3, 2014, by and between Alltech Associates, Inc., an Illinois corporation (the "Grantor"), in favor of GOLDMAN SACHS BANK USA, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of February 3, 2014 (in such capacity together with its successors and assigns, the "Grantee").

W I T N E S S E T H:

Whereas, the Grantor is party to a Security Agreement dated as of February 3, 2014 (as amended, modified or supplemented, the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed with the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with or is otherwise inconsistent with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantor, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto. Upon (i) the sale or other transfer by the Grantor of any Collateral constituting Trademarks (other than to another Grantor) that is permitted under the Credit Agreement or (ii) the Grantor being released from its obligations under the Security Agreement, in each case, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released in accordance with (and subject to) Section 8.13 of the Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

ALLTECH ASSOCIATES, INC.,
as the Grantor

By: 

Name: Hudson La Force III

Title: Vice President and Assistant Treasurer

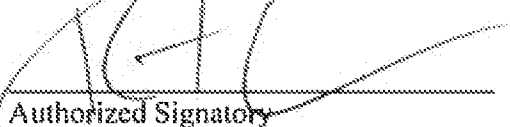
[Signature Page to Trademark Security Agreement]

TRADEMARK
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Accepted and Agreed:

GOLDMAN SACHS BANK USA,
as the Collateral Agent and the Grantee

By:


Authorized Signatory

Robert Ehudin
Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005207 FRAME: 0979

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Trademark	Appln. No.	Filing Date	Reg. No.	Owner
ADSORBOSIL	72/386061	3/11/1971	941208	Alltech Associates, Inc.
ALLTECH	73/379872	8/13/1982	1265450	Alltech Associates, Inc.
CHIRASIL-VAL [‡]	460193	1/9/1984	1308795	Alltech Associates, Inc.
DEACTIGLAS [‡]	460473	1/11/1984	1321876	Alltech Associates, Inc.
DENALI [‡]	76/485267	1/24/2003	2917779	Alltech Associates, Inc.
MODCOL	76/527451	7/3/2003	2836278	Alltech Associates, Inc.
MULTIPACKER	75/330180	7/24/1997	2265821	Alltech Associates, Inc.
OXY-PURGE	73/337611	11/18/1981	1219854	Alltech Associates, Inc.
REVELERIS	77/795646	8/3/2009	3,761,067	Alltech Associates, Inc.
REVELERIS	77/599912	10/24/2008	3794124	Alltech Associates, Inc.
SPRING	78/632081	5/18/2005	3502990	Alltech Associates, Inc.
VISIONHT	85222835	1/25/2011	4216256	Alltech Associates, Inc.
VYDAC	74/216278	10/24/1991	1712890	Alltech Associates, Inc.

[‡] The registration of this Trademark will be allowed to lapse.