

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ridley U.S. Holdings Inc.		08/14/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	901 Main Street		
Internal Address:	Mail Code: TX1-492-14-06		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3914805	PROGOLD	
Registration Number:	3779109	ULTRACANE	
Registration Number:	3681130	RUNNER'S RHYTHM	
Registration Number:	3667654	SWEET VICTORY	
Registration Number:	3610245	WINNING TIME	
Registration Number:	3565178	SAND-AID	
Registration Number:	3546690	RED A	
Registration Number:	3496816	RANCH READY	
Registration Number:	3477379	ENERGY-LIX	
Registration Number:	3454352	LIQUID-FLEX	
Registration Number:	3409074	ULTRALYX	
Registration Number:	3321836	MOLASSES MAKES THE DIFFERENCE	
Registration Number:	3299716	WEATHERALL	
Registration Number:	3280949	WHEN NATURE ISN'T ENOUGH	
Registration Number:	3237027	MONSTER DEER BLOCK	
Registration Number:	3171231	SWEET-CANE	
Registration Number:	3018335	RAINBLOC	
Registration Number:	3004729	FUTURITY PRECISE	

OP \$815.00 3914805

Property Type	Number	Word Mark
Registration Number:	2876774	COPPERHEAD
Registration Number:	2855575	FUTURITY
Registration Number:	2827501	VMS
Registration Number:	2805745	GOLDEN LYK
Registration Number:	2715730	MEAT MAKER
Registration Number:	2680948	BOVALYX
Registration Number:	2680947	ENPROAL
Registration Number:	2519689	RED A
Registration Number:	1954281	SHOW RING
Registration Number:	1933019	PASTURE AID
Registration Number:	1907911	RED A FEEDS
Registration Number:	1031964	MOL-MAG
Registration Number:	0935259	SWEETLIX
Registration Number:	0762839	SWEETLIX

CORRESPONDENCE DATA

Fax Number: 9192868199

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

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 017625-4855

NAME OF SUBMITTER: John E. Slaughter

SIGNATURE: /John E. Slaughter/

DATE SIGNED: 08/17/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of August, 2015 among the 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");

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;

all renewals of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

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.

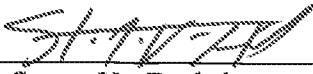
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with 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: RIDLEY U.S. HOLDINGS INC.,
a Delaware corporation

By: 
Name: Steven VanRoekel
Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT
RIDLEY U.S. HOLDINGS INC.

TRADEMARK
REEL: 005600 FRAME: 0592

ACKNOWLEDGED AND AGREED:

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

By: Liliana Claar

Name: Liliana Claar

Title: Vice President

TRADEMARK SECURITY AGREEMENT
RIDLEY U.S. HOLDINGS INC.

TRADEMARK
REEL: 005600 FRAME: 0593

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PROGOLD	3914805	02/01/11
ULTRACANE	3779109	04/20/10
RUNNER'S RHYTHM	3681130	09/08/09
SWEET VICTORY	3667654	08/11/09
WINNING TIME	3610245	04/21/09
SAND-AID	3565178	01/20/09
RED A	3546690	12/16/08
RANCH READY	3496816	09/02/08
ENERGY-LIX	3477379	07/29/08
LIQUID-FLEX	3454352	06/24/08
ULTRALYX	3409074	04/08/08
MOLASSES MAKES THE DIFFERENCE	3321836	10/23/07
WEATHERALL	3299716	09/25/07
WHEN NATURE ISN'T ENOUGH	3280949	08/14/07
MONSTER DEER BLOCK	3237027	05/01/07
SWEET-CANE	3171231	11/14/06
RAINBLOC	3018335	11/22/05
FUTURITY PRECISE	3004729	10/04/05
COPPERHEAD	2876774	08/24/04
FUTURITY	2855575	06/22/04
VMS	2827501	03/30/04
GOLDEN LYK	2805745	01/13/04
MEAT MAKER	2715730	05/13/03
BOVALYX	2680948	01/28/03
ENPROAL	2680947	01/28/03
RED A and Design	2519689	12/18/01
SHOW RING	1954281	02/06/96
PASTURE AID	1933019	11/07/95
RED A FEEDS	1907911	07/25/95
MOL-MAG (Stylized)	1031964	02/03/76
SWEETLIX	0935259	06/06/72
SWEETLIX	0762839	01/07/64

Trademark Applications

None.

Trade Names

None.

Common Law Trademarks

None.

Trademark Licenses

None.

Schedule 1 to
Trademark Security Agreement - Ridley U.S. Holdings Inc.

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RECORDED: 08/17/2015

**TRADEMARK
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