

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351632

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ridley USA Inc.		08/14/2015	CORPORATION: MINNESOTA

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: 118

Property Type	Number	Word Mark
Registration Number:	4737663	GAINRITE
Registration Number:	4292009	RITE-FACTOR
Registration Number:	4233783	THROTTLED UP
Registration Number:	4126886	DESIGNRITE
Registration Number:	3845097	SUMMIT
Registration Number:	3815310	OPTIPASS
Registration Number:	3815309	OPTIPASS
Registration Number:	3693474	HOMESTEAD FASTGROW
Registration Number:	3599886	HOMESTEAD CHICK-EN-EGG
Registration Number:	3569867	WAYNE
Registration Number:	3569866	WAYNE
Registration Number:	3452570	HUBBARD
Registration Number:	3452569	H
Registration Number:	3408801	H
Registration Number:	3408800	H
Registration Number:	3390223	GAINRITE COPRODUCT BALANCERS
Registration Number:	3314796	COOL COMMAND
Registration Number:	3257093	OPTIPIG

OP \$2965.00 4737663

Property Type	Number	Word Mark
Registration Number:	3129806	OPTICALF
Registration Number:	2811456	CALF COMPASS
Registration Number:	2789620	PRAIRIE PRIDE
Registration Number:	2789619	MOTHER'S PRIDE
Registration Number:	2602695	LEAN VALUE
Registration Number:	2555520	COMPLEMIX
Registration Number:	2502428	PRODUCTS AND ANSWERS THAT WORK.
Registration Number:	2429079	CLASSICALF
Registration Number:	2340237	FEEDTRAC
Registration Number:	2249455	SUPERGAIN
Registration Number:	2239777	SHOW-RITE
Registration Number:	2205721	BRIGHTSTART
Registration Number:	2156953	SNOW COUNTRY
Registration Number:	2124337	ASSIST
Registration Number:	2089691	MIN-TECH
Registration Number:	2070663	SIRE GAIN
Registration Number:	2042759	MILKFLAKES
Registration Number:	2032835	LEAN START
Registration Number:	2006747	FIRST COURSE
Registration Number:	1987684	ASCEND
Registration Number:	1959164	MAX-E-LAC
Registration Number:	1946051	AMINO SCIENCE
Registration Number:	1903743	WESTERN GOLD
Registration Number:	1868794	PARAGON
Registration Number:	1864871	LEAN ERA
Registration Number:	1855075	MULTUM
Registration Number:	1785741	TRADITION
Registration Number:	1771724	
Registration Number:	1763987	NUTRIBITS
Registration Number:	1759423	BULLSEYE
Registration Number:	1726971	YEAST XTRA
Registration Number:	1716276	BAG OF GOLD
Registration Number:	1707720	BLUE RIBBON
Registration Number:	1707591	REAL MILK
Registration Number:	1702807	LEAN EXPRESSION
Registration Number:	1679152	GAIN XPRESS
Registration Number:	1678744	PROLIFIC SOW CONCENTRATE
Registration Number:	1674473	SMART CHOICES

Property Type	Number	Word Mark
Registration Number:	1657831	OPTISOW
Registration Number:	1655208	PROVISION
Registration Number:	1652125	ROASTIES
Registration Number:	1650292	GOLD MEDAL
Registration Number:	1650291	BUTCHER
Registration Number:	1647584	BEEF BRICKLE
Registration Number:	1643331	RUMA MIN
Registration Number:	1643322	OPTI-GAIN
Registration Number:	1641703	SUMMIT +
Registration Number:	1632876	
Registration Number:	1624412	NEXT STEP
Registration Number:	1623232	FAST START
Registration Number:	1578582	4TH DAY
Registration Number:	1572830	LITTER BUILDER
Registration Number:	1558326	PROSTOCK
Registration Number:	1547935	POWERBASE
Registration Number:	1544073	OPTICARE
Registration Number:	1529935	BREAKTHRU
Registration Number:	1521183	SHOW ME
Registration Number:	1501554	NUTRIPREME
Registration Number:	1458969	STOCKBUILDER
Registration Number:	1456746	OFF AND RUNNING
Registration Number:	1436608	OPTI-PAK
Registration Number:	1420339	FOUNDATION
Registration Number:	1411974	BAM
Registration Number:	1367296	ADVANCER
Registration Number:	1353654	NUTRI FERM
Registration Number:	1304671	HARVEST
Registration Number:	1299043	TITAN
Registration Number:	1284906	STRESS-ADE
Registration Number:	1276458	BEEF BALANCER
Registration Number:	1231624	KATTLYTE
Registration Number:	1226431	CALF RES-Q
Registration Number:	1224845	B-COM-EXTRA
Registration Number:	1211786	HOMESTEAD
Registration Number:	1207824	TRANSFORMER
Registration Number:	1207651	AMINO BALANCE
Registration Number:	1188327	STOCKADE

Property Type	Number	Word Mark
Registration Number:	1177525	T. C. ROCKETS
Registration Number:	1175394	LITTER GAIN
Registration Number:	1173889	HEADS-UP
Registration Number:	1169526	DARI-BLEN
Registration Number:	1150185	CALF-MATE
Registration Number:	1145885	WEIGHT LIFTER
Registration Number:	1071078	STOCK-LIX
Registration Number:	1044367	PRO-PEL
Registration Number:	0978751	STOCKMATE
Registration Number:	0941615	FRONT RUNNER
Registration Number:	0936864	LEAN BEEF
Registration Number:	0935454	KRUNCH
Registration Number:	0914115	BLOX
Registration Number:	0907652	SCHUMACHER
Registration Number:	0892745	TUNE-UP
Registration Number:	0883874	RUFF'N REDI
Registration Number:	0860891	CALF KRUNCH
Registration Number:	0849696	PURPLE RIBBON
Registration Number:	0843574	LEAN-CUT
Registration Number:	0744657	STOCKMASTER
Registration Number:	0641332	HUBBARD
Registration Number:	0621407	HUBBARD
Registration Number:	0400885	PROVICO
Registration Number:	0317588	UNIVERSAL

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: 7

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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.

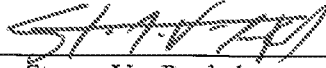
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with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

By: 
Name: Steven VanRoekel
Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT
RIDLEY USA INC.

TRADEMARK
REEL: 005600 FRAME: 0610

ACKNOWLEDGED AND AGREED:

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

By: Liliana Claar

Name: Liliana Claar

Title: Vice President

TRADEMARK SECURITY AGREEMENT
RIDLEY USA INC.

TRADEMARK
REEL: 005600 FRAME: 0611

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Reg. No.	Reg. Date
GAINRITE	4737663	05/19/15
RITE-FACTOR	4292009	02/19/13
THROTTLED UP	4233783	10/30/12
DESIGNRITE	4126886	04/10/12
SUMMIT	3845097	09/07/10
OPTIPASS	3815310	07/06/10
OPTIPASS	3815309	07/06/10
HOMESTEAD FASTGROW	3693474	10/06/09
HOMESTEAD CHICK-EN-EGG	3599886	03/31/09
WAYNE	3569867	02/03/09
WAYNE	3569866	02/03/09
HUBBARD	3452570	06/24/08
H and Design	3452569	06/24/08
H and Design	3408801	04/08/08
H and Design	3408800	04/08/08
GAINRITE COPRODUCT BALANCERS	3390223	02/26/08
COOL COMMAND	3314796	10/16/07
OPTIPIG	3257093	06/26/07
OPTICALF	3129806	08/15/06
CALF COMPASS	2811456	02/03/04
PRAIRIE PRIDE	2789620	12/02/03
MOTHER'S PRIDE	2789619	12/02/03
LEAN VALUE	2602695	07/30/02
COMPLEMIX	2555520	04/02/02
PRODUCTS AND ANSWERS THAT WORK.	2502428	10/30/01
CLASSICALF	2429079	02/20/01
FEEDTRAC	2340237	04/11/00
SUPERGAIN	2249455	06/01/99
SHOW-RITE	2239777	04/13/99
BRIGHTSTART	2205721	11/24/98
SNOW COUNTRY	2156953	05/12/98
ASSIST	2124337	12/23/97
MIN-TECH	2089691	08/19/97
SIRE GAIN	2070663	06/10/97
MILKFLAKES	2042759	03/11/97
LEAN START	2032835	01/21/97
FIRST COURSE	2006747	10/08/96
ASCEND	1987684	07/16/96
MAX-E-LAC	1959164	02/27/96
AMINO SCIENCE	1946051	01/02/96

Schedule I to
Trademark Security Agreement - Ridley U.S.A. Inc.

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TRADEMARK
REEL: 005600 FRAME: 0612

WESTERN GOLD	1903743	07/04/95
PARAGON	1868794	12/20/94
LEAN ERA	1864871	11/29/94
MULTUM	1855075	09/20/94
TRADITION	1785741	08/03/93
Design Only	1771724	05/18/93
NUTRIBITS	1763987	04/13/93
BULLSEYE	1759423	03/23/93
YEAST XTRA	1726971	10/27/92
BAG OF GOLD	1716276	09/15/92
BLUE RIBBON	1707720	08/18/92
REAL MILK	1707591	08/11/92
LEAN EXPRESSION	1702807	07/28/92
GAIN XPRESS	1679152	03/17/92
PROLIFIC SOW CONCENTRATE	1678744	03/10/92
SMART CHOICES	1674473	02/04/92
OPTISOW	1657831	09/17/91
PROVISION	1655208	09/03/91
ROASTIES	1652125	07/30/91
GOLD MEDAL	1650292	07/09/91
BUTCHER	1650291	07/09/91
BEEF BRICKLE	1647584	06/11/91
RUMA MIN	1643331	05/07/91
OPTI-GAIN	1643322	05/07/91
SUMMIT +	1641703	04/16/91
Design Only	1632876	01/29/91
NEXT STEP	1624412	11/27/90
FAST START	1623232	11/20/90
4TH DAY	1578582	01/23/90
LITTER BUILDER	1572830	12/26/89
PROSTOCK	1558326	09/26/89
POWERBASE	1547935	07/18/89
OPTICARE	1544073	06/20/89
BREAKTHRU	1529935	03/14/89
SHOW ME	1521183	01/17/89
NUTRIPREME	1501554	08/23/88
STOCKBUILDER	1458969	09/29/87
OFF AND RUNNING	1456746	09/08/87
OPTI-PAK	1436608	04/14/87
FOUNDATION	1420339	12/09/86
BAM	1411974	10/07/86
ADVANCER	1367296	10/29/85
NUTRI FERM	1353654	08/13/85
HARVEST	1304671	11/13/84
TITAN	1299043	10/02/84
STRESS-ADE	1284906	07/10/84
BEEF BALANCER	1276458	05/01/84
KATTLYTE	1231624	03/22/83
CALF RES-Q	1226431	02/08/83

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

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TRADEMARK
REEL: 005600 FRAME: 0613

B-COM-EXTRA	1224845	01/25/83
HOMESTEAD	1211786	10/05/82
TRANSFORMER	1207824	09/14/82
AMINO BALANCE	1207651	09/07/82
STOCKADE	1188327	02/02/82
T. C. ROCKETS	1177525	11/10/81
LITTER GAIN	1175394	10/27/81
HEADS-UP	1173889	10/20/81
DARI-BLEN	1169526	09/15/81
CALF-MATE	1150185	04/07/81
WEIGHT LIFTER	1145885	01/13/81
STOCK-LIX	1071078	08/09/77
PRO-PEL	1044367	07/20/76
STOCKMATE	0978751	02/12/74
FRONT RUNNER	0941615	08/22/72
LEAN BEEF	0936864	06/27/72
KRUNCH	0935454	06/06/72
BLOX	0914115	06/08/71
SCHUMACHER	0907652	02/09/71
TUNE-UP	0892745	06/16/70
RUFF'N REDI	0883874	01/06/70
CALF KRUNCH	0860891	11/26/68
PURPLE RIBBON	0849696	05/28/68
LEAN-CUT	0843574	02/06/68
STOCKMASTER	0744657	02/05/63
HUBBARD	0641332	02/12/57
HUBBARD	0621407	02/14/56
PROVICO and Design	0400885	04/06/43
UNIVERSAL (Stylized)	0317588	10/02/34

Trademark Applications

None.

Trade Names

None.

Common Law Trademarks

None.

Trademark Licenses

None.

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

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RECORDED: 08/17/2015

**TRADEMARK
REEL: 005600 FRAME: 0614**