

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ridley USA Inc.		04/19/2016	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: 25			
Property Type	Number	Word Mark	
Registration Number:	4913250	GUTCIE	
Registration Number:	3015473	CRYSTALYX	
Registration Number:	3008011	CRYSTALYX VP	
Registration Number:	1943112	RENOWN	
Registration Number:	3786049	PRIMAGE RM	
Registration Number:	3657227	MCCAULEY'S	
Registration Number:	3647354	MCCAULEY'S	
Registration Number:	3583239	EQUIPAGE	
Registration Number:	2819730	TRAIL TIME	
Registration Number:	2764389	TRIFORMANCE	
Registration Number:	2750327	ALAM	
Registration Number:	2679581	HYDROLYTE	
Registration Number:	2616888	MEGA BRAN	
Registration Number:	2592784	LONGEVITY	
Registration Number:	2536078	BONUS BITES	
Registration Number:	2126557	POST TIME	
Registration Number:	2028575	POST TIME	
Registration Number:	1950282	MCCAULEY'S	

OP \$640.00 4913250

Property Type	Number	Word Mark
Registration Number:	1759431	TRINERGY
Registration Number:	1718515	ORIGINAL
Registration Number:	1689807	M 30
Registration Number:	1685505	OPEN
Registration Number:	1513316	BIOTIME
Serial Number:	86845274	STOCKMATE
Serial Number:	86844054	STRESS-ADE

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:	017625.004855
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	04/19/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th of April, 2016, 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 Fourth Amended and Restated Credit Agreement dated as of April 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Alltech, Inc., a Kentucky corporation, 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*), Masterfeeds LP, a limited partnership organized under the laws of the Province of Ontario, Canada, and the Designated Borrowers from time to time party thereto, 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; and

WHEREAS, the Finance Parties are willing to make (or continue to make) the financial accommodations to Borrowers and the 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 Second Amended and Restated Pledge and Security Agreement dated as of April 19, 2016 (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.

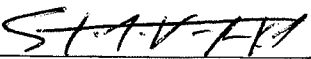
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with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

By: 
Name: Steven J. VanRoekel
Title: Chief Executive Officer and President

RIDLEY USA INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005773 FRAME: 0601

ACKNOWLEDGED AND AGREED:

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

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

ALLTECH, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005773 FRAME: 0602

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Reg. No.	Reg. Date
GUTCIE	4913250	03/08/16
CRYSTALYX	3015473	11/15/05
CRYSTALYX VP	3008011	10/18/05
RENOWN	1943112	12/19/95
PRIMAGE RM	3786049	05/04/10
MCCAULEY'S and Design	3657227	07/21/09
MCCAULEY'S and Design	3647354	06/30/09
EQUIPAGE	3583239	03/03/09
TRAIL TIME	2819730	03/02/04
TRIFORMANCE	2764389	09/16/03
ALAM	2750327	08/12/03
HYDROLYTE	2679581	01/28/03
MEGA BRAN and Design	2616888	09/10/02
LONGEVITY	2592784	07/09/02
BONUS BITES	2536078	02/05/02
POST TIME and Design	2126557	01/06/98
POST TIME	2028575	01/07/97
MCCAULEY'S	1950282	01/23/96
TRINERGY	1759431	03/23/93
ORIGINAL	1718515	09/22/92
M 30	1689807	06/02/92
OPEN	1685505	05/05/92
BIOTIME	1513316	11/22/88

Trademark Applications

Mark	Appl. No.	Filing Date
STOCKMATE	86845274	12/10/15
STRESS-ADE	86844054	12/09/15

Schedule 1 to
Trademark Security Agreement

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TRADEMARK
REEL: 005773 FRAME: 0603

Trade Names

N/A

Common Law Trademarks

N/A

Trademark Licenses

None.

Schedule 1 to
Trademark Security Agreement

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