

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIDLEY USA INC.		03/07/2017	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: 78			
Property Type	Number	Word Mark	
Registration Number:	1646999	EQUI-STAR	
Registration Number:	1644935	RUMA-BLOX	
Registration Number:	3914805	PROGOLD	
Registration Number:	3779109	ULTRACANE	
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:	2876774	COPPERHEAD	
Registration Number:	2855575	FUTURITY	

OP \$1965.00 1646999

Property Type	Number	Word Mark
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:	1907911	RED A FEEDS
Registration Number:	0935259	SWEETLIX
Registration Number:	0762839	SWEETLIX
Registration Number:	4778093	CFR
Registration Number:	4778092	COLD FLOW RESISTANCE
Registration Number:	4498754	DERMAJERKY
Registration Number:	4495847	SIMPLIFED
Registration Number:	4119285	BULLETPROOF
Registration Number:	3970343	MAGIC CELL
Registration Number:	3945421	JOINTJERKYTR
Registration Number:	3660157	ECOBARREL
Registration Number:	3628534	TG-LYX
Registration Number:	3592396	TMR SAFETY NET
Registration Number:	3496806	BIOTUB
Registration Number:	3442727	FLEX-AID
Registration Number:	3399186	BREED-UP
Registration Number:	3399143	FORAGE-LYX
Registration Number:	3349559	WEIGHT BOOSTER
Registration Number:	3336839	BIOBARREL
Registration Number:	3332734	FEED AND FORGET
Registration Number:	3317028	FLYPATROL
Registration Number:	3314244	META-BOLYX
Registration Number:	3228751	EASYLIX
Registration Number:	3209264	THE POWER OF CONTINUOUS NUTRIENT AVAILAB
Registration Number:	3204575	POWER-LYX
Registration Number:	3121773	FESCUE-PHOS
Registration Number:	3008011	CRYSTALYX VP
Registration Number:	2982218	BATTALION
Registration Number:	2958465	FASTER GROWTH IN THE BLUE BARREL
Registration Number:	2919626	RESULTS BY THE BARREL
Registration Number:	2897926	BUFFER-LYX
Registration Number:	2858632	EQUINEHP

Property Type	Number	Word Mark
Registration Number:	2858631	EQUINEHP
Registration Number:	2841317	CRYSTAL CLEAR ECONOMYX
Registration Number:	2813675	ROLYX
Registration Number:	2757363	GOAT-LYX
Registration Number:	2757351	SEED-LYX
Registration Number:	2667116	CREEP-LYX
Registration Number:	2660547	CALF-LYX
Registration Number:	2644176	WILD-LYX
Registration Number:	2506579	NATURALLYX
Registration Number:	2483082	CRYSTAL-PHOS
Registration Number:	2434182	PHOS-LYX
Registration Number:	2302792	CATTLE CALL
Registration Number:	2286429	GO WITH THE BRAND YOU KNOW
Registration Number:	2034426	IONO-LYX
Registration Number:	2015863	THE POWER OF CONTINUOUS NUTRIENT DELIVER
Registration Number:	1915780	BRIGADE
Registration Number:	1909120	WHEAT-LYX
Registration Number:	1895832	DAIRY-LYX
Registration Number:	1894794	BEEF-LYX
Registration Number:	1691139	FESCUE-LYX
Registration Number:	1407344	STABLE-LYX
Registration Number:	1089036	CRYSTALYX

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, III

SIGNATURE: /JOHN E. SLAUGHTER, III/

DATE SIGNED: 03/09/2017

Total Attachments: 6

source=2017 Trademark Security Agreement - Ridley USA Inc. to BoA#page1.tif

source=2017 Trademark Security Agreement - Ridley USA Inc. to BoA#page2.tif
source=2017 Trademark Security Agreement - Ridley USA Inc. to BoA#page3.tif
source=2017 Trademark Security Agreement - Ridley USA Inc. to BoA#page4.tif
source=2017 Trademark Security Agreement - Ridley USA Inc. to BoA#page5.tif
source=2017 Trademark Security Agreement - Ridley USA Inc. to BoA#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th of March, 2017, 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.

[remainder of page intentionally left blank]

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: E. Michael Castle, II
Title: President and CEO

ACKNOWLEDGED AND AGREED:

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

By: 
Name: Liliana Claar
Title: Vice President

SCHEDULE I

10

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Reg. No.	Reg. Date
EQUI-STAR	1646999	06/04/91
RUMA-BLOX	1644935	05/21/91
PROGOLD	3914805	02/01/11
ULTRACANE	3779109	04/20/10
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
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
RED A FEEDS	1907911	07/25/95
SWEETLIX	0935259	06/06/72
SWEETLIX	0762839	01/07/64
CFR	4778093	07/21/15
COLD FLOW RESISTANCE	4778092	07/21/15
DERMAJERKY	4498754	03/18/14
SIMPLIFIED	4495847	03/11/14
BULLETPROOF	4119285	03/27/12
MAGIC CELL	3970343	05/31/11
JOINTJERKYTR	3945421	04/12/11
ECOBARREL	3660157	07/28/09
TG-LYX	3628534	05/26/09
TMR SAFETY NET	3592396	03/17/09
BIOTUB	3496806	09/02/08

Schedule I to
Trademark Security Agreement

TR11963362v1

TRADEMARK
REEL: 006006 FRAME: 0626

FLEX-AID	3442727	06/03/08
BREED-UP	3399186	03/18/08
FORAGE-LYX	3399143	03/18/08
WEIGHT BOOSTER	3349559	12/04/07
BIOBARREL	3336839	11/13/07
FEED AND FORGET	3332734	11/06/07
FLYPATROL	3317028	10/23/07
META-BOLYX	3314244	10/16/07
EASYLIX	3228751	04/10/07
THE POWER OF CONTINUOUS NUTRIENT AVAILABILITY	3209264	02/13/07
POWER-LYX	3204575	01/30/07
FESCUE-PHOS	3121773	07/25/06
CRYSTALYX VP	3008011	10/18/05
BATTALION	2982218	08/02/05
FASTER GROWTH IN THE BLUE BARREL	2958465	05/31/05
RESULTS BY THE BARREL	2919626	01/18/05
BUFFER-LYX	2897926	10/26/04
EQUINEHP	2858632	06/29/04
EQUINEHP	2858631	06/29/04
CRYSTAL CLEAR ECONOMYX	2841317	05/11/04
ROLYX	2813675	02/10/04
GOAT-LYX	2757363	08/26/03
SEED-LYX	2757351	08/26/03
CREEP-LYX	2667116	12/24/02
CALF-LYX	2660547	12/10/02
WILD-LYX	2644176	10/29/02
NATURALYX	2506579	11/13/01
CRYSTAL-PHOS	2483082	08/28/01
PHOS-LYX	2434182	03/06/01
CATTLE CALL	2302792	12/21/99
GO WITH THE BRAND YOU KNOW	2286429	10/12/99
IONO-LYX	2034426	01/28/97
THE POWER OF CONTINUOUS NUTRIENT DELIVERY	2015863	11/12/96
BRIGADE	1915780	08/29/95
WHEAT-LYX	1909120	08/01/95
DAIRY-LYX	1895832	05/30/95
BEEF-LYX	1894794	05/23/95
FESCUE-LYX	1691139	06/09/92
STABLE-LYX	1407344	09/02/86
CRYSTALYX	1089036	04/11/78

Schedule I to
Trademark Security Agreement

TR11\963362v1

TRADEMARK
REEL: 006006 FRAME: 0627

Trademark Applications

None.

Trade Names

N/A

Common Law Trademarks

N/A

Trademark Licenses

None.

Schedule 1 to
Trademark Security Agreement

TR11963362v1