

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ridley USA Inc.		10/15/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	555 California Street, 6th Floor		
Internal Address:	CA5-705-06-35		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 215			
Property Type	Number	Word Mark	
Registration Number:	6493886	RUMASSIST	
Registration Number:	6319951	CRYSTALBLOX	
Registration Number:	6259365	POWERSTART	
Registration Number:	6153409	POWERSTART	
Registration Number:	6124945	ALLBITE	
Registration Number:	5968210	CHIKPEK	
Registration Number:	5662231	AGRILYX	
Registration Number:	5633679	RITE TYME	
Registration Number:	5469567	OPTI-LAC	
Registration Number:	5007513	STRESS-ADE	
Registration Number:	5003206	STOCKMATE	
Registration Number:	4913250	GUTCIE	
Registration Number:	4778093	CFR	
Registration Number:	4778092	COLD FLOW RESISTANCE	
Registration Number:	4737663	GAINRITE	
Registration Number:	4507038	3 WAY	
Registration Number:	4473536	RANCH MIX	
Registration Number:	4462058	US FEEDS	

OP \$5390.00 6493886

Property Type	Number	Word Mark
Registration Number:	4292009	RITE-FACTOR
Registration Number:	4233783	THROTTLED UP
Registration Number:	4157856	RECHARGE
Registration Number:	4126886	DESIGNRITE
Registration Number:	4119285	BULLETPROOF
Registration Number:	3970343	MAGIC CELL
Registration Number:	3945421	JOINTJERKYTR
Registration Number:	3845097	SUMMIT
Registration Number:	3815310	OPTIPASS
Registration Number:	3815309	OPTIPASS
Registration Number:	3786049	PRIMAGE RM
Registration Number:	3779109	ULTRACANE
Registration Number:	3693474	HOMESTEAD FASTGROW
Registration Number:	3660157	ECOBARREL
Registration Number:	3657227	MCCAULEY'S
Registration Number:	3647354	MCCAULEY'S
Registration Number:	3610245	WINNING TIME
Registration Number:	3599886	HOMESTEAD CHICK-EN-EGG
Registration Number:	3583239	EQUIPAGE
Registration Number:	3565178	SAND-AID
Registration Number:	3546690	RED A
Registration Number:	3496816	RANCH READY
Registration Number:	3496806	BIOTUB
Registration Number:	3454352	LIQUID-FLEX
Registration Number:	3452570	HUBBARD
Registration Number:	3452569	H
Registration Number:	3442727	FLEX-AID
Registration Number:	3409074	ULTRALYX
Registration Number:	3408801	H
Registration Number:	3408800	H
Registration Number:	3399186	BREED-UP
Registration Number:	3399143	FORAGE-LYX
Registration Number:	3349559	WEIGHT BOOSTER
Registration Number:	3344694	DEFIANCE
Registration Number:	3336839	BIOBARREL
Registration Number:	3332734	FEED AND FORGET
Registration Number:	3321836	MOLASSES MAKES THE DIFFERENCE
Registration Number:	3317028	FLYPATROL

Property Type	Number	Word Mark
Registration Number:	3314796	COOL COMMAND
Registration Number:	3314244	META-BOLYX
Registration Number:	3299716	WEATHERALL
Registration Number:	3280949	WHEN NATURE ISN'T ENOUGH
Registration Number:	3257093	OPTIPIG
Registration Number:	3237027	MONSTER DEER BLOCK
Registration Number:	3228751	EASYLIX
Registration Number:	3209264	THE POWER OF CONTINUOUS NUTRIENT AVAILAB
Registration Number:	3204575	POWER-LYX
Registration Number:	3180086	SANTERO
Registration Number:	3171231	SWEET CANE
Registration Number:	3142198	LITTLE WINGS
Registration Number:	3129806	OPTICALF
Registration Number:	3121773	FESCUE-PHOS
Registration Number:	3023112	COUNTRY BALANCE
Registration Number:	3018335	RAINBLOC
Registration Number:	3015473	CRYSTALYX
Registration Number:	3008011	CRYSTALYX VP
Registration Number:	3004729	FUTURITY PRECISE
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:	2876774	COPPERHEAD
Registration Number:	2858632	EQUINEHP
Registration Number:	2858631	EQUINEHP
Registration Number:	2855575	FUTURITY
Registration Number:	2841317	CRYSTAL CLEAR ECONOMYX
Registration Number:	2827501	VMS
Registration Number:	2819730	TRAIL TIME
Registration Number:	2813675	ROLYX
Registration Number:	2811456	CALF COMPASS
Registration Number:	2805745	GOLDEN LYK
Registration Number:	2789620	PRAIRIE PRIDE
Registration Number:	2789619	MOTHER'S PRIDE
Registration Number:	2764389	TRIFORMANCE
Registration Number:	2757363	GOAT-LYX
Registration Number:	2757351	SEED-LYX

Property Type	Number	Word Mark
Registration Number:	2750327	ALAM
Registration Number:	2731625	SHOW FLAKE
Registration Number:	2715730	MEAT MAKER
Registration Number:	2680948	BOVALYX
Registration Number:	2680947	ENPROAL
Registration Number:	2679581	HYDROLYTE
Registration Number:	2667116	CREEP-LYX
Registration Number:	2660547	CALF-LYX
Registration Number:	2644176	WILD-LYX
Registration Number:	2616888	MEGA BRAN
Registration Number:	2602695	LEAN VALUE
Registration Number:	2592784	LONGEVITY
Registration Number:	2555520	COMPLEMIX
Registration Number:	2536078	BONUS BITES
Registration Number:	2519689	RED A
Registration Number:	2506579	NATURALLYX
Registration Number:	2502428	PRODUCTS AND ANSWERS THAT WORK.
Registration Number:	2483082	CRYSTAL-PHOS
Registration Number:	2434182	PHOS-LYX
Registration Number:	2429079	CLASSICALF
Registration Number:	2340237	FEEDTRAC
Registration Number:	2302792	CATTLE CALL
Registration Number:	2286429	GO WITH THE BRAND YOU KNOW
Registration Number:	2249455	SUPERGAIN
Registration Number:	2239777	SHOW-RITE
Registration Number:	2156953	SNOW COUNTRY
Registration Number:	2126557	POST TIME
Registration Number:	2124337	ASSIST
Registration Number:	2089691	MIN-TECH
Registration Number:	2042759	MILKFLAKES
Registration Number:	2034426	IONO-LYX
Registration Number:	2032835	LEAN START
Registration Number:	2028575	POST TIME
Registration Number:	2015863	THE POWER OF CONTINUOUS NUTRIENT DELIVER
Registration Number:	2006747	FIRST COURSE
Registration Number:	1987684	ASCEND
Registration Number:	1959164	MAX-E-LAC
Registration Number:	1954281	SHOW RING

Property Type	Number	Word Mark
Registration Number:	1950282	MCCAULEY'S
Registration Number:	1946051	AMINO SCIENCE
Registration Number:	1943112	RENOWN
Registration Number:	1933019	PASTURE AID
Registration Number:	1915780	BRIGADE
Registration Number:	1907911	RED A FEEDS
Registration Number:	1903743	WESTERN GOLD
Registration Number:	1895832	DAIRY-LYX
Registration Number:	1894794	BEEF-LYX
Registration Number:	1868794	PARAGON
Registration Number:	1864871	LEAN ERA
Registration Number:	1785741	TRADITION
Registration Number:	1763987	NUTRIBITS
Registration Number:	1759431	TRINERGY
Registration Number:	1759423	BULLSEYE
Registration Number:	1718515	ORIGINAL
Registration Number:	1716276	BAG OF GOLD
Registration Number:	1691139	FESCUE-LYX
Registration Number:	1689807	M 30
Registration Number:	1685505	OPEN
Registration Number:	1679152	GAIN XPRESS
Registration Number:	1678744	PROLIFIC SOW CONCENTRATE
Registration Number:	1674473	SMART CHOICES
Registration Number:	1657831	OPTISOW
Registration Number:	1655208	PROVISION
Registration Number:	1652125	ROASTIES
Registration Number:	1650292	GOLD MEDAL
Registration Number:	1647584	BEEF BRICKLE
Registration Number:	1646999	EQUI-STAR
Registration Number:	1644935	RUMA-BLOX
Registration Number:	1643331	RUMA MIN
Registration Number:	1641703	SUMMIT +
Registration Number:	1632876	
Registration Number:	1625576	RANCH-O
Registration Number:	1625575	RANCH-WAY
Registration Number:	1623232	FAST START
Registration Number:	1578582	4TH DAY
Registration Number:	1558326	PROSTOCK

Property Type	Number	Word Mark
Registration Number:	1544073	OPTICARE
Registration Number:	1529935	BREAKTHRU
Registration Number:	1513316	BIOTIME
Registration Number:	1501554	NUTRIPREME
Registration Number:	1458969	STOCKBUILDER
Registration Number:	1436608	OPTI-PAK
Registration Number:	1420339	FOUNDATION
Registration Number:	1411974	BAM
Registration Number:	1407344	STABLE-LYX
Registration Number:	1367296	ADVANCER
Registration Number:	1299043	TITAN
Registration Number:	1276458	BEEF BALANCER
Registration Number:	1232950	WESTFEEDS
Registration Number:	1226431	CALF RES-Q
Registration Number:	1211786	HOMESTEAD
Registration Number:	1188327	STOCKADE
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:	1089036	CRYSTALYX
Registration Number:	1071078	STOCK-LIX
Registration Number:	1057869	ALL AMERICAN
Registration Number:	1044367	PRO-PEL
Registration Number:	1031964	MOL-MAG
Registration Number:	0941615	FRONT RUNNER
Registration Number:	0936864	LEAN BEEF
Registration Number:	0935454	KRUNCH
Registration Number:	0935259	SWEETLIX
Registration Number:	0914115	BLOX
Registration Number:	0860891	CALF KRUNCH
Registration Number:	0849696	PURPLE RIBBON
Registration Number:	0843574	LEAN-CUT
Registration Number:	0762839	SWEETLIX
Registration Number:	0744657	STOCKMASTER
Registration Number:	0641332	HUBBARD
Registration Number:	0621407	HUBBARD

Property Type	Number	Word Mark
Registration Number:	0421426	RANCH-WAY RW
Registration Number:	0400885	PROVICO
Serial Number:	97001775	RITE-RANCH
Serial Number:	90639116	RITE FLEX
Serial Number:	90130392	TONED DOWN
Serial Number:	90130382	CHARGED UP
Serial Number:	88829507	SIMPLIFIED

CORRESPONDENCE DATA

Fax Number: 7043311159
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: 7043311000
Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 100 North Tryon Street
Address Line 2: Suite 4700
Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	017625.004855
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	12/01/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 15th day of October, 2021, among 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 Credit Agreement dated as of October 15, 2021 (as amended, modified, supplemented, increased, extended, restated, refinanced and replaced from time to time, the "Credit Agreement") by and among ALLTECH, INC., a Kentucky corporation (the "Company"), 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), with domicile at Calle Arturo Soria, 263B, Madrid, Spain 28033, registered with the Commercial Registry of Madrid under volume 20788, book 0, sheet 82, section 8, page M-368378, and with Tax ID Code (CIF) D-84/215433, MASTERFEEDS INC., a British Columbia company, the Designated Borrowers identified therein, the Lenders identified therein and the 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, Grantors have entered into the Security Agreement in order to induce the Finance Parties to make certain financial accommodations to Borrowers and the other Grantors pursuant to the Credit Agreement and the other Loan Documents; 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; ELECTRONIC EXECUTION. 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. This Trademark Security Agreement may be in the form of an Electronic Record and may be executed using Electronic Signatures, which shall be considered as originals and shall have the same legal effect, validity and enforceability as a paper record. This Trademark Security Agreement may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts shall be one and the same Trademark Security Agreement. For the avoidance of doubt, the authorization under this Section 6 may include, without limitation, use or acceptance by the Administrative Agent of a manually signed Trademark Security Agreement which has been converted into electronic form (such as scanned into ".pdf" format), or an electronically signed Trademark Security Agreement converted into another format, for transmission, delivery and/or retention.

[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

TRADEMARK SECURITY AGREEMENT
RIDLEY USA INC.

TRADEMARK
REEL: 007516 FRAME: 0500

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.

RECORDED: 12/01/2021

TRADEMARK
REEL: 007516 FRAME: 0501