

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3485425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RIDLEY U.S. HOLDINGS INC.	08/14/2015
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
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6793947
CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<i>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.</i>	
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: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent 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 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 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 Patent 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 PATENT 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 "Patent Collateral"):

all of such Grantor's Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

all reissues, continuations or extensions of the foregoing; and

all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent 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 Patent 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 Patent 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.

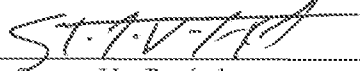
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent within such time limit set forth in the Security Agreement with respect to any new patent application filed with the United States Patent and Trademark Office, provided that such Grantor shall not be required to disclose the exact name of the patent until such patent application becomes public record with the United States Patent and Trademark Office. 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 patent applications of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent 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 Patent 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 Patent 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 Patent 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

PATENT SECURITY AGREEMENT
RIDLEY U.S. HOLDINGS INC.

PATENT
REEL: 036374 FRAME: 0383

ACKNOWLEDGED AND AGREED:

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

By: Liliana Claar

Name: Liliana Claar

Title: Vice President

PATENT SECURITY AGREEMENT
RIDLEY U.S. HOLDINGS INC.

PATENT
REEL: 036374 FRAME: 0384

SCHEDULE I

to

PATENT SECURITY AGREEMENT

Patent Registrations

None.

Patent Applications

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
FEED SUPPLEMENT AND METHODS OF MAKING THEREOF	6793947	09/21/04

Patent Licenses

None.

Schedule I to
Patent Security Agreement - Ridley U.S. Holdings Inc.

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RECORDED: 08/17/2015

**PATENT
REEL: 036374 FRAME: 0385**