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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Pneumo Abex Corporation**

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State (DE)
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **The Chase Manhattan Bank, as Paying Agent**

Internal Address: _____

Street Address: **P.O. Box 2558**

City: **Houston** State: **TX** ZIP: **77252**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other **New York banking corporation**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other **Conditional Assignment of and Security Interest in Trademark Rights**

Execution Date: **April 17, 2001**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**084,018 ; 612,290 ; 625,539 ; 635,021 ; 753,563 ; 753,608
753,781 ; 764,149 ; 836,186 ; 856,843 ; 864,099 ; 997,652
1,017,526 ; 1,060,456 ; 1,278,230 ; 1,469,567 ; 2,331,742**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Robyn Greenberg, Esq.**

Internal Address: **Simpson Thacher & Bartlett**

10/18/2001 070M11 00000273 004018

01 FC:481 40.00 OP
02 FC:482 400.00 DP
Street Address: **425 Lexington Avenue**

City: **New York** State: **New York** ZIP: **10017**

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41): \$440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Greenberg, Esq.
Name of Person Signing

Robyn Greenberg
Signature

10/17/01
Date

Total number of pages comprising cover sheet: 8

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("this Conditional Assignment"), dated as of April 17, 2001, is made by Pneumo Abex Corporation, a Delaware corporation (the "Borrower"), in favor of The Chase Manhattan Bank, as Paying Agent (the "Paying Agent") for the several banks and other financial institutions and entities (the "Lenders"), parties to the AMENDED AND RESTATED CREDIT AGREEMENT (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), dated as of April 17, 2001, among FLAVORS HOLDINGS INC., the Borrower, the Lenders, BNP PARIBAS, as Documentation Agent, and the Paying Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of April 17, 2001, made by each of the signatories thereto in favor of the Paying Agent (together with all amendments, supplements and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower has pledged and granted to the Paying Agent for the benefit of the Paying Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other extensions of credit to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Paying Agent and the Lenders, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

Section 2. Conditional Assignment and Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and, effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation,

those items listed on Schedule A hereto), to the Paying Agent for the benefit of the Paying Agent and the Lenders to secure payment, performance and observance of the Obligations.

Section 3. Purpose. This Conditional Assignment has been executed and delivered by the Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Paying Agent and the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Paying Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

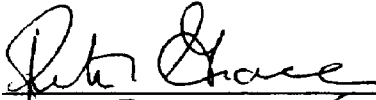
Section 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Paying Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Rest of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PNEUMO ABEX CORPORATION

By: 
Name: Peter W. Grace
Title: Senior Vice President - Finance,
Treasurer & Secretary

THE CHASE MANHATTAN BANK, as Paying Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PNEUMO ABEX CORPORATION

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK, as Paying Agent

By: Neil R. Boylan
Name:
Title: Neil R. Boylan
Managing Director

STATE OF)
) ss
COUNTY OF)

On the 17 day of April, 2001, before me personally came Peter W. Grace,
who, being duly sworn, did depose and say that she/he is the Senior Vice-President Finance,
Treasurer and Secretary
in such corporation, the corporation described in and which executed the foregoing instrument;
that she/he executed and delivered said instrument pursuant to authority given by the Board of
Directors of such corporation; and that she/he acknowledged said instrument to be the free act
and deed of said corporation.

Nakia Thomas
Notary Public

NAKIA THOMAS
Notary Public, State of New York
No. 01TH6050370
Qualified in Bronx County
Commission Expires Nov. 6, 2002

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York

On the [18th] day of [April], 2001, before me personally came [Neil R. Boylan], who is personally known to me to be the [Managing Director] of The Chase Manhattan Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the [Managing Director] in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Elsa V. Griffith

ELSA V. GRIFFITH
Notary Public, State of New York
No. 01GR4838119
Qualified in Kings County
Commission Expires March 30, 2003

Notary Public

(PLACE STAMP AND SEAL ABOVE)

U.S. Trademarks Registrations and Applications

<u>Trademark Name:</u>	<u>Registration No:</u>	<u>Owner:</u>
Design of Ship	084,018	Pneumo Abex Corporation
MAFCO	612,290	Pneumo Abex Corporation
BVB	625,539	Pneumo Abex Corporation
S	635,021	Pneumo Abex Corporation
SHIP BRAND	753,563	Pneumo Abex Corporation
SHIP BRAND	753,608	Pneumo Abex Corporation
SHIP BRAND	753,781	Pneumo Abex Corporation
RIGHT DRESS & Design	764,149	Pneumo Abex Corporation
BEAUTY BLANKET	836,186	Pneumo Abex Corporation
MAFCO & Design	856,843	Pneumo Abex Corporation
MAFCO & Design	864,099	Pneumo Abex Corporation
MAFCO-MAGNASWEET	997,652	Pneumo Abex Corporation
SME	1,017,526	Pneumo Abex Corporation
COCOA DRESS & Design	1,060,456	Pneumo Abex Corporation
RIGHT DRESS	1,278,230	Pneumo Abex Corporation
MAG	1,469,567	Pneumo Abex Corporation
MAGNASWEET	2,331,742	Pneumo Abex Corporation