

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Degussa Food Ingredients US, LLC		02/18/2005	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

Name:	Sweet Ovations LLC
Street Address:	1741 Tomlinson Road
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19116
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	76362297	SWISS-PREME
Registration Number:	2782759	SWEET OVATIONS
Registration Number:	2840726	SWEET OVATIONS
Registration Number:	2782757	SWEET OVATIONS
Registration Number:	2839009	SWEET OVATIONS
Registration Number:	2782461	SWEET OVATIONS
Registration Number:	2806992	SWEET OVATIONS
Registration Number:	2782457	
Registration Number:	2778428	

**CORRESPONDENCE DATA**

Fax Number: (212)682-0200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-880-6281  
 Email: sanger@torys.com

CH \$240.00 76362297

Correspondent Name: Torys LLP  
Address Line 1: 237 Park Avenue  
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Sophie B. Anger
Signature:	/Sophie B. Anger/
Date:	02/22/2005

Total Attachments: 5  
source=Degussaassignment#page1.tif  
source=Degussaassignment#page2.tif  
source=Degussaassignment#page3.tif  
source=Degussaassignment#page4.tif  
source=Degussaassignment#page5.tif

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of February 18, 2005 (the "Effective Date"), is made by and between DEGUSSA FOOD INGREDIENTS US, LLC, a Delaware limited liability company ("Assignor") and SWEET OVATIONS LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of February 6, 2005 (the "Purchase Agreement"), by and among Assignor, Degussa Flavors & Fruit Systems US, LLC, a Delaware limited liability company ("Seller"), Degussa Corporation, an Alabama corporation, and Sweet Ovations Holding Co., a Delaware corporation ("Purchaser"), pursuant to which Seller and Assignor have agreed to sell and Purchaser has agreed to purchase the assets, properties, rights and interests of Assignor and Seller relating exclusively to the Business, as defined in the Purchase Agreement;

WHEREAS, prior to the Closing, Purchaser assigned, and Assignee agreed to accept, the rights and obligations to Purchase the Acquired Assets, as defined in the Purchase Agreement, other than the machinery and equipment constituting Acquired Assets;

WHEREAS, Assignor is the owner of the United States trademark registrations and applications, the foreign trademark registrations and applications, the unregistered trademarks, the trade names and the domain names identified and set forth on Schedule A (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, the Trademarks and the goodwill associated therewith are to be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including all registrations, applications and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the

Trademarks and other intellectual properties described in the preceding paragraph, and issue all registrations thereof to Assignee, as assignee of the entire right, title and interest in, to and under the same for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

Assignor covenants and agrees it will, upon the reasonable request of Assignee and at Assignee's cost and expense, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance and transfer of the Trademarks hereunder.

This Assignment shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State.

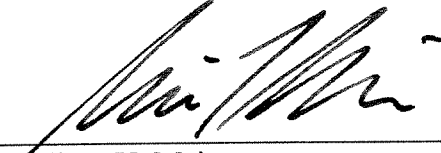
This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**

DEGUSSA FOOD INGREDIENTS US, LLC

By: 

Name: Oliver Y. Maier

Title: Authorized Person

**ASSIGNEE:**

SWEET OVATIONS LLC

By: 

Name: Kevin Daugherty

Title: President

**SCHEDULE A**

**TRADEMARKS**

<b>Record Owner</b>	<b>Registered Mark</b>	<b>Country</b>	<b>Registration/Application Number</b>
Degussa Food Ingredients US, LLC	SWISS-PREME	U.S.	Notice of Allowance for Application 76/362297 granted May 18, 2004.
Degussa Food Ingredients US, LLC	SWISS-PREME	Mexico	772295
Degussa Food Ingredients US, LLC	SWISS-PREME	Mexico	557621
Degussa Food Ingredients US, LLC	SWISS-PREME	Canada	Notice of Allowance for Application 1143966 granted August 20, 2004.
Degussa Food Ingredients US, LLC	SWISS-PREME	European Community	2737013
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design w/color	U.S.	2782759
Degussa Food Ingredients US, LLC	SWEET OVATIONS	U.S.	2840726
Degussa Food Ingredients US, LLC	SWEET OVATIONS	U.S.	2782757
Degussa Food Ingredients US, LLC	SWEET OVATIONS	European Community	2737039
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design	U.S.	2839009
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design	U.S.	2782461
Degussa Food Ingredients US, LLC	SWEET OVATIONS and Design w/color	U.S.	2806992
Degussa Food Ingredients US, LLC	SWEET OVATIONS	Mexico (Pending application)	557281

**SCHEDULE A**

**TRADEMARKS**  
**(continued)**

<b>Record Owner</b>	<b>Registered Mark</b>	<b>Country</b>	<b>Registration/Application Number</b>
Degussa Food Ingredients US, LLC	SWEET OVATIONS	Canada	Notice of Allowance for Application 1143965 granted October 1, 2004
Degussa Food Ingredients US, LLC	Dots Design (design)	U.S.	2782457
Degussa Food Ingredients US, LLC	Dots Design (black and white)	U.S.	2778428