

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premium Ingredients International (US), L.L.C.		07/07/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as US Administrative Agent		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78817931	BRINGING THE RIGHT INGREDIENTS TOGETHER	
<b>Serial Number:</b>	78817938	ECHO FLAVORS	
<b>Serial Number:</b>	78817883	PREMIUM INGREDIENTS INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	209796-00026		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		

CH \$90.00 78817931

Signature:

/Kristin Brozovic/

Date:

07/14/2006

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, Premium Ingredients International (US), L.L.C., a Delaware limited liability company (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as a Borrower, has entered into an Amended and Restated Credit Agreement dated as of July 7, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with other Persons from time to time party thereto and JPMorgan Chase Bank, N.A., as US Administrative Agent (“Agent”), providing for extensions of credit and other financial accommodations to be made to, among other Persons, Grantor; and

**WHEREAS**, pursuant to the terms of a Pledge and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, the other Persons from time to time party thereto and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

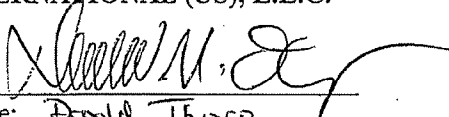
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 7<sup>th</sup> day of July, 2006.

PREMIUM INGREDIENTS  
INTERNATIONAL (US), L.L.C.


By:   
Name: Donald Thorp  
Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 003348 FRAME: 0591

Acknowledged:

**JPMORGAN CHASE BANK, N.A.**, as US Administrative Agent

By: 

Name: \_\_\_\_\_

Title: **Patrick J. Fravel**

Vice President


**JP Morgan Chase Bank, N.A.**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**

SCHEDULE 1  
(to Trademark Security Agreement)

**PREMIUM INGREDIENTS INTERNATIONAL (US), L.L.C.**  
**MASTER TRADEMARK CHART**

COUNTRY	MARK	OWNER	APP. NO.	FILING DATE	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS
United States	BRINGING THE RIGHT INGREDIENTS TOGETHER	Premium Ingredients International (US), L.L.C.	78817931	February 17, 2006			Distributorship services in the field of ingredients for the food, flavor, fragrance, nutritional, and pharmaceutical products industries.	Pending
United States	ECHO FLAVORS	Premium Ingredients International (US), L.L.C.	78817938	February 17, 2006			Distributorship services in the field of ingredients for the food, flavor, fragrance, nutritional, and pharmaceutical products industries.	Pending
United States		Premium Ingredients International (US), L.L.C.	78817883	February 17, 2006			Distributorship services in the field of ingredients for the food, flavor, fragrance, nutritional, and pharmaceutical products industries.	Pending

**TRADEMARK**