

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P11 Flavors, LLC		12/16/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A, as US Administrative Agent		
Street Address:	120 S LaSalle Street		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2945372	SWEET-R	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	209796-26		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	12/16/2009		

CH \$40.00 2945372

Total Attachments: 5

source=TMSA- PI Flavors#page1.tif

source=TMSA- PI Flavors#page2.tif

source=TMSA- PI Flavors#page3.tif

source=TMSA- PI Flavors#page4.tif

source=TMSA- PI Flavors#page5.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, PII Flavors, LLC, 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 a Second Amended and Restated Credit Agreement dated as of April 30, 2008 (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 July 7, 2006 (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

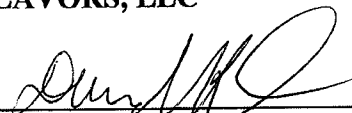
associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

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 16th day of December, 2009.

P11 FLAVORS, LLC

By: 
Name: David H. Frank
Title: CEO

Acknowledged:

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

By: *R. Travel*
Name: _____
Title: _____

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
SWEET-R	2945372	April 26, 2005

FOREIGN TRADEMARK REGISTRATIONS

None

U.S. TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None