

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Crest Flavor Company | | 12/04/2009 | CORPORATION: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | PII Flavors LLC | | |
| Composed Of: | COMPOSED OF a wholly owned entity of Premium Ingredients International Holdings, LLC, a Delaware LLC | | |
| Street Address: | 285 E. Fullerton | | |
| City: | Carol Stream | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60188 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2945372 | SWEET-R | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (639)793-0792 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 6307930790 | | |
| Email: | mh@hamillaw.com | | |
| Correspondent Name: | Mark A. Hamill | | |
| Address Line 1: | 788 Willis Street | | |
| Address Line 2: | Suite 100 | | |
| Address Line 4: | Glen Ellyn, ILLINOIS 60137 | | |
| ATTORNEY DOCKET NUMBER: | PII-130 | | |
| NAME OF SUBMITTER: | Mark A. Hamill | | |
| Signature: | /MarkHamill/ | | |

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TRADEMARK
REEL: 004120 FRAME: 0127

Date:

12/23/2009

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into on December 4, 2009, by and among PII FLAVORS, LLC, a Delaware limited liability company ("Buyer"), CREST FLAVOR COMPANY, a Missouri corporation (the "Company"), and R. GENE THOMAS, SHIRLEY A. THOMAS and WILLIAM C. BARR, being the shareholders of the Company (the "Shareholders").

The Company and the Shareholders are sometimes referred to herein individually as a "Seller" and collectively as the "Sellers." Buyer, the Company and the Shareholders are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

A. The Company is in the business (the "Business") of developing, manufacturing, marketing, distributing and selling flavoring compounds and surfactants for the agriculture feed industry (the "Products").

B. The Shareholders own the formulae (collectively, the "Formulae") used by the Company in the Business.

C. Buyer desires to acquire from the Company and the Company desires to sell to Buyer, substantially all of the assets and properties of the Company.

D. Buyer desires to acquire from the Shareholders and the Shareholders desire to sell to Buyer, the Formulae.

E. The Shareholders own all of the shares of the Company and will receive substantial direct and indirect benefits from the consummation of the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises and the performance of the mutual promises and agreements hereinafter contained and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1 Certain Definitions

For purposes of this Agreement the following terms shall have the following meanings:

"Accounts Payable" means all trade accounts payable of the Company arising solely out of the ordinary course purchase of Inventory.

"Accounts Receivable" means all accounts, notes, credit card and other receivables of the Company to the extent arising out of or with respect to the Business.

"Assumed Contracts" are (as further provided in Section 2.4):

- (a) All Customer Purchase Orders.
- (b) The Other Contracts.

"Assumed Obligations" has the meaning given to it in Section 2.4.

"Business" has the meaning given to it in Recital A.

"Buyer Parent" means Premium Ingredients International Holdings, L.L.C., a Delaware limited liability company.

"Company Purchase Price" has the meaning given to it in Section 2.6.

"Customer Purchase Orders" are all of the Company's customer product purchase orders that are entered into in the ordinary course of business that are unfulfilled as of the Closing Date.

"Closing Date" means December 4, 2009, or any other date upon which the parties agree. The term "Closing" and "Closing Date" shall be synonymous.

"Excluded Assets" has the meaning given to it in Section 2.3.

"Formulae" has the meaning given to it in Recital B.

"Formulae Purchase Price" has the meaning given to it in Section 2.6.

"Intangible Property" means all of following of the Company's: customer lists; goodwill; going concern value; customer account records; supplier lists; supplier account records; designs; inventions; trade secrets; software; source code; data bases; know-how; blending methods; processing methods; quality control methods; licenses; permits; authorizations; governmental, quasi-governmental and private authorizations and franchises; copyrights in both published and unpublished works; confidential and proprietary information; telephone numbers; website, internet domains; all rights in mask works; patents; patent applications and inventions and discoveries that may be patentable; logos; corporate names and trade names and the domain name www.crestflavor.com and any other domain names; UPC Company prefix; claims; causes of action; trademarks; service marks and similar items of intangible and intellectual property rights; all materials, applications, registrations, copies, tangible embodiments and any and all other rights in any of the foregoing; and all other intangible or intellectual property.

"Inventory" means raw materials, work-in-process, finished goods, labels, packaging containers and packaging and supplies.

"Lease" means the lease between the Company, as tenant, and R. Gene Thomas and Shirley A. Thomas, as landlord, with respect to the Leased Premises.

"Leased Premises" means the real property leased by the Company and located at 4230 Doctor Greaves Road, Grandview, Missouri.

"Lien" means, with respect to any asset or property, any mortgage, pledge, claim, lien, security interest, restriction, charge, option, preemptive purchase right or any other right or encumbrance of any kind in respect of such asset or property.

"Other Contracts" are all of the Company's contracts and agreements related to the Business set forth in SCHEDULE 2.1(f).

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Products" has the meaning given to it in Recital A.

"Purchase Price" has the meaning given to it in Section 2.6.

"Purchased Assets" means the Purchased Company Assets and the Formulae.

"Purchased Company Assets" has the meaning given to it in Section 2.1.

"Representative" means R. Gene Thomas as further provided in Section 11.15.

"Retained Obligations" has the meaning given to it in Section 2.5.

"Tangible Property" means all furniture, fixtures, machinery and equipment of the Company.

"Transition Services Agreement" has the meaning given to it in Section 2.6(g).

"Transition Services Provider" means Crest Transition Group, LLC, a Missouri limited liability company.

Article 2
Purchase and Sale of Assets

2.1 Purchased Company Assets. On the Closing Date, Buyer shall purchase from the Company, and the Company shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Liens, all properties, assets, rights and interests of every kind and nature, whether real or personal, tangible or intangible, and wherever located and by whomever possessed, of the Company as of the Closing Date (collectively, the "Purchased Company Assets"). The Purchased Company Assets do not include the Excluded Assets as provided in Section 2.3. The Purchased Company Assets do include, without limitation, all of the following assets:

- (a) All Accounts Receivable.
- (b) All prepayments, prepaid expenses deferred charges and advance payments as of the Closing Date, including, without limitation, those that are set forth in SCHEDULE 2.1(b).
- (c) All Inventory, including, without limitation, those that are set forth in SCHEDULE 2.1(c).
- (d) All Tangible Property, including, without limitation, those that are set forth in SCHEDULE 2.1(d).
- (e) All Intangible Property, including, without limitation, those that are set forth in SCHEDULE 2.1(e).
- (f) All rights existing under the Assumed Contracts.
- (g) All lists, records and files (and all copies thereof) pertaining to suppliers, distributors, personnel, customers and agents and all other books, ledgers, files, documents, databases, correspondence, business analysis, illustrations, proposals and records of every kind and nature.
- (h) All rights of recovery under the Company's insurance policies to the extent related to or payable in connection with any of the Purchased Company Assets or the Assumed Obligations.

Purchased Company Assets include assets of any subsidiary or affiliate of the Company that would be Purchased Company Assets if owned directly by the Company. After the Closing, any payments or amounts received by the Sellers in respect of Accounts Receivable or otherwise related to the Purchased

SCHEDULES

| | |
|-----------------|--|
| SCHEDULE 2.1(b) | Prepayments |
| SCHEDULE 2.1(c) | Inventory |
| SCHEDULE 2.1(d) | Tangible Property |
| SCHEDULE 2.1(e) | Intangible Property |
| SCHEDULE 2.1(f) | Other Contracts |
| SCHEDULE 2.3 | Excluded Assets |
| SCHEDULE 3.7(a) | Intangible Property -- Licenses |
| SCHEDULE 3.7(c) | Intangible Property -- Trademarks |
| SCHEDULE 3.7(d) | Intangible Property -- Software Licenses |
| SCHEDULE 3.9 | Financial Statements |
| SCHEDULE 3.10 | Accounts Receivable |
| SCHEDULE 3.11 | Accounts Payable |
| SCHEDULE 3.12 | Litigation |
| SCHEDULE 3.13 | Compliance with Laws |
| SCHEDULE 3.17 | Material Customers and Suppliers |

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

BUYER:

P11 FLAVORS, LLC,
a Delaware limited liability company

By: 

Name: David York
Title: Authorized Signatory

COMPANY:

CREST FLAVOR COMPANY,
a Missouri corporation

By: _____

Name: R. Gene Thomas
Title: President

BUYER PARENT:

PREMIUM INGREDIENTS
INTERNATIONAL HOLDINGS, LLC,
a Delaware limited liability company

By: 

Name: David York
Title: Authorized Signatory

SHAREHOLDERS:

R. Gene Thomas

Shirley A. Thomas

William C. Barr

Buyer Parent joins in this Agreement for the sole purpose of guarantying Buyer's payments under Sections 2.6(c), 2.6(d) and 2.6(e).

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date first written above.

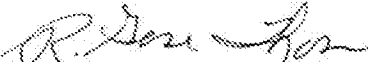
BUYER:

PHI FLAVORS, LLC,
a Delaware limited liability company

By: _____
Name: David York
Title: Authorized Signatory

COMPANY:

CREST FLAVOR COMPANY,
a Missouri corporation

By: 
Name: R. Gene Thomas
Title: President

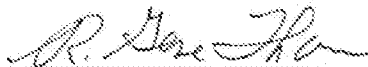
BUYER PARENT:

PREMIUM INGREDIENTS
INTERNATIONAL HOLDINGS, LLC,
a Delaware limited liability company

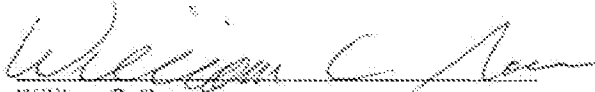
By: _____
Name: David York
Title: Authorized Signatory

Buyer Parent joins in this Agreement for the sole purpose of guarantying Buyer's payments under Sections 2.6(c), 2.6(d) and 2.6(e).

SHAREHOLDERS:


R. Gene Thomas


Shirley A. Thomas


William C. Barr