

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
Key Essentials, Inc.		10/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Agilex Flavors & Fragrances, Inc.
Street Address:	10 Mountainview Road, North Atrium
City:	Upper Saddle River
State/Country:	NEW JERSEY
Postal Code:	07458
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3157638	MYSTIC
Serial Number:	78651468	LIGHTHOUSE
Registration Number:	3080932	GOURMET COOLERS
Registration Number:	2234318	LIGHTHOUSE FOOD AND BEVERAGE
Serial Number:	76475742	MYSTIC
Serial Number:	78511584	MYSTIC
Serial Number:	76525978	TRADE SEAS
Serial Number:	76525979	TRADE BREEZE
Serial Number:	76572617	SIP OF HOPE
Serial Number:	76588298	GOURMET ESSENTIALS
Serial Number:	78594813	TRADER'S WINDS
Serial Number:	78599937	TRADER'S WINDS
Serial Number:	76475743	TRADEWINDS

CORRESPONDENCE DATA

900175350

**TRADEMARK
 REEL: 004307 FRAME: 0764**

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Fax Number: (888)325-9049
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 401.276.6405
Email: trademark@eapdlaw.com, cheinselmann@eapdlaw.com
Correspondent Name: Edwards Angell Palmer & Dodge, LLP
Address Line 1: PO BOX 130
Address Line 2: FDR Station
Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER:	307309-0001
NAME OF SUBMITTER:	John E. Ottaviani
Signature:	/jeo/
Date:	11/01/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed on October 19, 2010, by KEY ESSENTIALS, INC., a Delaware corporation ("Assignor") for the benefit of AGILEX FLAVORS & FRAGRANCES, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor has used and is using, and is the owner of the trademarks identified on Schedule A the trademark application and registrations identified on Schedule A (the "Marks"), including the goodwill of the business connected with the use of, and symbolized by, the Marks.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including any and all federal applications and registrations therefor.

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof, pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets, including: (a) all right, title and interest in and to the Marks and (b) the goodwill of the business associated with the Marks.

NOW THEREFORE, for good and valuable consideration paid by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee the entire right, title and interest in and to the Marks, including the goodwill of the business connected with the use of, and symbolized by, the Marks, free and clear of any and all liens, security interests, and other encumbrances, and with the right to recover for damages and profits for past infringements thereof

Assignor shall, at its own expense, promptly take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Marks, and Assignor shall not enter into any agreement in conflict with this Assignment.

Assignor represents and warrants that it is duly authorized and has legal capacity to execute and deliver this Assignment, that the execution and delivery of the Assignment and the performance of Assignor's obligations hereunder have been duly authorized, and that the Assignment is a valid and legal agreement binding on the respective Assignor and enforceable in accordance with its terms.

This Assignment, and the performance of the parties hereto, shall be construed and governed according to the internal laws of the State of Delaware and the federal laws of the United States of America, without regard to the principles of conflicts or choice of laws thereof that would give rise to the application of the domestic substantive laws of another jurisdiction.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by a duly authorized corporate officer as of this 19th day of October, 2010.

ASSIGNOR

KEY ESSENTIALS, INC.

By: Richard Green
Name: Richard Green, Jr.
Title: CEO

ASSIGNEE

AGILEX FLAVORS & FRAGRANCES, INC.

By: Richard Green
Name: Richard Green, Jr.
Title: CEO

[Signature page to Trademark Assignment]

SCHEDULE A

Country	Trademark	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date
United States	MYSTIC	REGISTERED	78728074	10/06/2005	3157638	10/17/2006
United States	LIGHTHOUSE	PENDING	78651468	06/15/2005		
United States	GOURMET COOLERS	REGISTERED	76584483	03/31/2004	3080932	04/11/2006
United States	LIGHTHOUSE AND BEVERAGE	CANCELED	75467060	04/13/1998	2234318	03/23/1999
United States	MYSTIC	ABANDONED	76475742	12/16/2002		
United States	MYSTIC	ABANDONED	78511584	11/04/2004		
United States	TRADE SEAS	ABANDONED	76525978	06/26/2003		
United States	TRADE BREEZE	ABANDONED	76525979	06/26/2003		
United States	SIP OF HOPE	ABANDONED	76572617	01/23/2004		
United States	GOURMENT ESSENTIALS	ABANDONED	76588298	04/21/2004		
United States	TRADER'S WINDS	ABANDONED	78594813	03/24/2005		
United States	TRADER'S WINDS	ABANDONED	78599937	04/01/2005		
United States	TRADEWINDS	ABANDONED	76475743	12/16/2002		

Canada	GOURMET COOLERS & DESIGN	ABANDONED	1219675	06/02/2004		
Canada	GOURMET ESSENTIALS	ABANDONED	1218683	05/26/2004		
Canada	MYSTIC	ABANDONED	1199290	12/09/2003		
Canada	SIP OF HOPE	ABANDONED	210810	03/18/2004		