

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C & A IP INC.		12/17/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MANUFACTURERS AND TRADERS TRUST COMPANY
Street Address:	25 S. CHARLES STREET, 18TH FLOOR
Internal Address:	MAILCODE: MD2-C572
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21201
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78906673	CITRUS AND ALLIED
Registration Number:	2421045	CITRUS AND ALLIED ESSENCES LTD
Registration Number:	2465144	CA AROMATICS CO.
Registration Number:	2629920	FLEURESIN
Registration Number:	2874289	SPICESSENCE
Registration Number:	2885132	COLORSHIELD
Registration Number:	2949772	CA-2-4-1
Registration Number:	3018455	FLAVORSHIELD
Registration Number:	3324344	C

CORRESPONDENCE DATA

Fax Number: (212)837-6269
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 78906673

Phone: 212 837-6550
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Correspondent Name: Perla M. Kuhn
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ATTORNEY DOCKET NUMBER:	000593.00035 PMK/ESP
NAME OF SUBMITTER:	Perla M. Kuhn
Signature:	/Perla M. Kuhn/
Date:	12/10/2010

Total Attachments: 34

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 17, 2009 (this "Agreement"), by C & A IP INC., a Delaware corporation ("IP"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to a Loan and Security Agreement, dated as of September 5, 2007 (as amended, supplemented, or otherwise modified through the date hereof, the "Former Citrus Loan Agreement"), between Citrus and Allied Essences Ltd., a New York corporation ("Citrus"), and the Secured Party, Citrus borrowed an aggregate of \$47,500,000 from the Secured Party;

WHEREAS, Citrus and the Secured Party agreed to amend and restate the Former Citrus Loan Agreement in the form of an Amended and Restated Loan and Security Agreement, dated as of November 23, 2009, (as amended, supplemented or otherwise modified from time to time, the "Citrus Loan Agreement"; capitalized terms used in this Agreement and not defined herein shall have the meaning given to such terms in the Citrus Loan Agreement);

WHEREAS, in connection with the effectiveness of the Citrus Loan Agreement, Citrus granted a security interest in all of its personal property;

WHEREAS, IP is the legal and beneficial owner of all the Intellectual Property Collateral (as hereinafter defined) used in the businesses of Citrus;

WHEREAS, in connection with the effectiveness of the Citrus Loan Agreement, IP executed and delivered an Intellectual Property Security Agreement, dated as of November 23, 2009, (the "Existing Intellectual Property Security Agreement") and granted a security interest in all of its right, title and interest in and to all of the Intellectual Property Collateral in favor and for the benefit of the Secured Party, as contemplated thereby;

WHEREAS, pursuant to the terms of a Loan and Security Agreement, dated as of September 5, 2007 (as amended, supplemented, or otherwise modified through the date hereof, the "Trilogy Spice Existing Loan Agreement") between Trilogy Spice Extracts Inc., a corporation organized under the laws of the State of Delaware ("Trilogy Spice"), and the Secured Party, Trilogy Spice borrowed funds from the Secured Party, of which an aggregate of \$11,164,000 (the "Trilogy Spice Existing Loans") remains outstanding;

WHEREAS, Trilogy Spice and the Secured Party have agreed to amend and restate the Trilogy Spice Existing Loan Agreement in the form of an Amended and Restated Loan and Security Agreement dated the same date as this Agreement (as amended, supplemented or otherwise modified from time to time, the "Trilogy Spice Loan Agreement");

WHEREAS, pursuant to the terms of (i) a Loan and Security Agreement, dated as of September 5, 2007 (as amended, supplemented, or otherwise modified through the date hereof (the "Trilogy Flavors 2007 Loan Agreement") and (ii) a Loan Agreement dated as of

October 31, 2008 (the "Trilogy Flavors 2008 Loan Agreement"; collectively, with the Trilogy Flavors 2007 Loan Agreement, the "Trilogy Flavors Existing Loan Agreements") between Trilogy Flavors Inc., a corporation organized under the laws of Delaware ("Trilogy Flavors"; collectively with Citrus and Trilogy Spice, the "Borrowers"), and the Secured Party, Trilogy Flavors borrowed funds from the Secured Party, of which an aggregate of \$3,250,000 (the "Trilogy Flavors Existing Loans") remains outstanding;

WHEREAS, Trilogy Flavors and the Secured Party have agreed to amend, restate and consolidate the Trilogy Flavors Existing Loan Agreements in the form of an Amended and Restated Loan and Security Agreement dated the same date as this Agreement (as amended, supplemented or otherwise modified from time to time, the "Trilogy Flavors Loan Agreement"; collectively with the Citrus Loan Agreement and the Trilogy Spice Loan Agreement, the "Loan Agreements");

WHEREAS, it is a condition precedent to the effectiveness of the Trilogy Spice Loan Agreement and the Trilogy Flavors Loan Agreement, that Trilogy Spice and Trilogy Flavors shall have granted a security interest in all of their respective personal property;

WHEREAS, IP is the legal and beneficial owner of all of the Intellectual Property Collateral used in the business of Trilogy Spice and Trilogy Flavors; and

WHEREAS, it is a condition precedent to the effectiveness of the Trilogy Spice Loan Agreement and the Trilogy Flavors Loan Agreement, that IP shall have amended and restated the Existing IP Security Agreement, as contemplated hereby, to secure the obligations of each of the Borrowers under their respective Loan Agreements.

NOW, THEREFORE, in consideration of the promises contained herein and to induce the Secured Party to enter into the Trilogy Spice Loan Agreement and the Trilogy Flavors Loan Agreement and to make the loans contemplated thereby and other extensions of credit available to Trilogy Spice and Trilogy Flavors respectively thereunder, IP hereby agrees as follows:

SECTION 1. Certain Definitions. In addition to the terms defined in the recitals hereto and in the Citrus Loan Agreement, the following terms shall have the following meanings for the purposes of this Agreement:

"Default" shall have the meaning ascribed to it in each Loan Agreement.

"Event of Default" shall have the meaning ascribed to it in each Loan Agreement.

"Loan Documents" shall have the meaning ascribed to it in each Loan Agreement.

"Loans" shall have the meaning ascribed to it in each Loan Agreement.

"Obligations" shall have the meaning ascribed to it in each Loan Agreement.

"Permitted Liens" shall have the meaning ascribed to it in each Loan Agreement.

"Revolving Credit Loan" shall have the meaning ascribed to it in each Loan Agreement.

"Term Loan" shall have the meaning ascribed to it in each Loan Agreement.

SECTION 2. Security for Obligations.

(a) Security Interest in Patents. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, IP hereby grants to the Secured Party, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of the now owned and hereafter acquired United States and foreign patents and all patent and design patent applications, and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof (hereinafter collectively referred to as the "Patents"). All unexpired patents and all currently pending patent applications in which IP has an ownership interest are listed on Schedule A attached hereto and made a part hereof. IP hereby further grants to the Secured Party, a valid security interest, having priority over all other security interests in all of the right, title and interest of IP in and to all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents.

(b) Security Interest in Trademarks. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, IP hereby grants to the Secured Party, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof (hereinafter collectively referred to as the "Trademarks"). All trademark registrations and all currently pending trademark applications in which IP has an ownership interest and all foreign trademark registrations and all currently pending trademark applications in which IP has an ownership interest, are listed on Schedule B attached hereto and made a part hereof. IP hereby further grants to the Secured Party, a valid security interest in all of its right, title and interest in and to (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks and (ii) all rights during the term of this Agreement to sue, collect and retain for the Secured Party's benefit damages and payments for past or future infringements of the Trademarks.

(c) Security Interest in Copyrights. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, IP hereby grants to the Secured Party, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired copyrights, and all registrations and applications to register the same, all renewals thereof, any written agreement, naming IP as licensor or licensee, granting any right under any copyright any work which is or may be subject to copyright protection

pursuant to Title 17 of the U.S. Code, and all physical things embodying such works (including, without limitation, copies thereof) created or otherwise used in the business of IP, and all proceeds thereof (hereinafter collectively referred to as the "Copyrights"). All copyright registrations and all currently pending copyright applications in which IP has an ownership interest are listed on Schedule C attached hereto and made a part hereof. IP hereby further grants to the Secured Party, a valid security interest in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Copyrights and in and to all rights during the term of this Agreement to sue, collect and retain for the Secured Party's benefit damages and payments for past or future infringements of the Copyrights.

(d) Security Interest in Proprietary Information. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, IP hereby grants to the Secured Party, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired inventions, discoveries, trade secrets, improvements, processes, methods, formulae, applications, ideas, know-how, customer lists, corporate and other business records, license rights, advertising materials, operating manuals, sales literature, drawings, specifications, descriptions, name plates, catalogues, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, engineering contracts, proprietary information, and goodwill (and all other assets which uniquely reflect such goodwill), and to all income, royalties, damages and payments now and hereafter due or payable therefor or in respect thereof and all proceeds thereof (collectively, the "Proprietary Information" and, together with the Patents, the Copyrights and all other assets described above, the "Intellectual Property Collateral").

(e) Certain Exclusions from Grant of Security Interests. Anything in this Agreement to the contrary notwithstanding, the foregoing grant of security interests shall not extend to, and the terms "Patents," "Trademarks" and "Copyrights" shall not include, any item of Patents, Trademarks or Copyrights described in Sections 2(a), 2 (b) and 2(c) above that is now or hereafter held by IP as licensee or otherwise, solely in the event and to the extent that (i) as the proximate result of the foregoing grant of security interests, IP's rights in or with respect to such item of Patents, Trademarks or Copyrights, as the case may be, would be forfeited or would become void, voidable, terminable, or revocable, or if IP would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Patents, Trademarks or Copyrights, as the case may be, pursuant to the restrictions in the underlying license or other agreement that governs such item of Patents, Trademarks or Copyrights, as the case may be, (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9-406(d) of the Code, and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied or prevented by IP using its reasonable efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant of security interests shall extend to, and the term "Patents," "Trademarks" and "Copyrights", as the case may be, shall include, (y) any and all proceeds of such item of Patents, Trademarks or Copyrights and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Patents, Trademarks or Copyrights, as the case may be, being obtained, thereafter such item of Patents, Trademarks or Copyrights, as the

case may be, as well as any proceeds thereof that might theretofore have been excluded from such grant of security interests.

SECTION 3. Representations, Warranties and Covenants of IP.

(a) **Title.** IP is and will continue to be the owner of all of the Intellectual Property Collateral, free from any adverse claim, security interest, lien or encumbrance in favor of any Person except for the security interest granted under the Loan Documents and Permitted Liens.

(b) **No Other Liens.** None of the Intellectual Property Collateral is or shall become subject to any lien, security interest or other encumbrance in favor of any Person other than the Secured Party and the holders of the Permitted Liens, and IP agrees not to license, transfer, convey or encumber any interest in or to its Intellectual Property Collateral without the consent of the Secured Party.

(c) **No Previous Transfers.** IP has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment, transfer, or encumbrance of any of its Intellectual Property Collateral except for the Permitted Liens.

(d) **No Other Financing Statements.** No other financing statement or other document or instrument now signed or on file in any public office grants a security interest in or otherwise encumbering any part of the Intellectual Property Collateral, except those showing the Secured Party as secured party. Until all of the Obligations have been repaid in full, or the Secured Party no longer has any obligation to make Loans to, and provide for the issuance of Letters of Credit for the account of, any Borrower, IP will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of the Secured Party and except for the grant of any license permitted hereunder.

(e) **Information.** Subject to any limitation stated therein or in connection therewith, all information furnished to the Secured Party concerning the Intellectual Property Collateral and proceeds thereof is and will be accurate and correct in all material respects.

(f) **Applications and Maintenance.** To the knowledge of IP, all Intellectual Property Collateral consisting of applications for Patents and for registrations of Trademarks and Copyrights has been duly and properly filed. All Intellectual Property Collateral consisting of issued or granted Patents and of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) has been duly and properly maintained and during the term of this Agreement, subject to Section 3(m), IP shall use commercially reasonable efforts to duly and properly maintain such Intellectual Property Collateral.

(g) **Priority.** Promptly upon the receipt by IP of an official filing receipt indicating that a patent application or an application for registration of a trademark has been received from IP by the U.S. Patent and Trademark Office (the "PTO") or an application for registration of a copyright has been received from IP by the U.S. Copyright Office and upon the issuance of any patent or of any trademark or copyright registration, IP shall take all actions and

execute and deliver to the Secured Party all documents necessary or appropriate to perfect a first priority security interest in such patent, trademark or copyright application or such patent or trademark or copyright registration, and IP shall quarterly, or more frequently as the Secured Party shall reasonably request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the PTO with respect to all United States patent applications filed by it or patents issued to or acquired by it during the prior calendar quarter or preceding period, as the case may be, and with respect to all trademark applications filed by it or trademark registrations issued to or acquired by it during the prior calendar quarter, and IP shall quarterly, or more frequently as the Secured Party shall reasonably request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the U.S. Copyright Office with respect to United States copyright applications filed by it or copyright registrations issued to or acquired by it during the prior calendar quarter or preceding period, as the case may be. IP authorizes the Secured Party to take all actions necessary or appropriate to perfect a security interest in such future Patents, Trademarks or Copyrights including, without limitation, unilaterally amending Schedule A, B or C to include such future Patents, Trademarks or Copyrights; provided, the Secured Party shall give IP written notice of any such amendments to Schedule A, B or C. IP shall, at the Secured Party's request, execute and deliver to the Secured Party any documentation as may be required to perfect such security interest in such future Patents, Trademarks or Copyrights.

(h) No Adverse Action. IP shall not take any action, or permit any action to be taken by others subject to IP's control, including any licensees, or fail to take any action, or permit others subject to IP's control, including any licensees, to fail to take any action, subject to the provisions of Section 3(g), which would, in the case of any such actions or failures to act taken singly or together, adversely affect the validity, grant or enforceability of the security interest granted to the Secured Party herein in any item of Intellectual Property Collateral which has a value in excess of \$25,000.

(i) Litigation and Claims. IP shall promptly notify the Secured Party, in writing, of any suit, action, proceeding, claim or counterclaim brought against IP that could reasonably be expected to affect adversely any item of Intellectual Property Collateral which has a value in excess of \$25,000, and shall, on request, deliver to the Secured Party a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep the Secured Party duly advised in writing of the progress thereof.

(j) Material Infringement. In the event of any material infringement of any item of Intellectual Property Collateral which has a value in excess of \$25,000 by others or in the event of any other conduct materially detrimental to such Intellectual Property Collateral by others known or brought to the attention of IP, IP shall as promptly as practicable notify the Secured Party of such infringement or other conduct and the full nature and extent of such infringement or other conduct known to IP and shall take such actions as the Secured Party deems appropriate under the circumstances to protect such Intellectual Property including, without limitation, suing for damages or an injunction against such infringement or other conduct.

(k) Other Documentation. If requested by the Secured Party, IP shall provide the Secured Party with a complete report with respect to its Intellectual Property Collateral. Upon request by the Secured Party, IP shall deliver to counsel for the Secured Party copies of any such Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of the Intellectual Property Collateral; provided, the Secured Party shall only use such Intellectual Property Collateral for assessing and exercising its rights hereunder.

(l) No Licenses. Other than the C & A IP License Agreement, IP shall not enter into to or be a party to any trademark license agreement or any service mark license agreements.

(m) Abandonment. IP shall notify the Secured Party at least thirty days prior to any proposed voluntary abandonment of any of the Intellectual Property Collateral and obtain the prior written consent of the Secured Party thereto.

(n) During the term of this Agreement, IP agrees:

(i) whenever any of the registered Trademarks is used by or on behalf of IP or a party to the C & A IP License Agreement (other than within IP or an Affiliate or between them), to affix or cause to be affixed a notice that the mark is a registered trademark or service mark, which notice shall be in a form accepted or required by the trademark marking laws of each country in which the mark is so used and registered; and

(ii) whenever any of the underlying works covered by registered Copyrights is published or distributed by or on behalf of IP (other than within IP or an Affiliate or between them) to affix or cause to be affixed a notice that such underlying works are so covered, which notice shall be in a form accepted or required by the copyright laws of such country in which such underlying works are so used and registered.

(o) Income and Royalties. Subject to the provisions of Section 5(f), (i) all income, royalties, payments and damages due and payable to IP under or in respect of the Intellectual Property Collateral shall be paid to IP and (ii) IP and the parties to the C & A IP License Agreement may use the Intellectual Property Collateral in a manner consistent with use on the date hereof.

(p) Further Assurances. IP agrees, upon the request by the Secured Party, during the term of this Agreement:

(i) to execute, acknowledge and deliver all additional instruments and documents necessary to effect the purposes and intents of this Agreement, in a form acceptable to counsel for the Secured Party;

(ii) to do all such other acts as may be commercially reasonable to carry out the purposes and intents of this Agreement, and to create, evidence,

perfect and continue the security interests of the Secured Party, in its Intellectual Property Collateral; and

(iii) without limiting the generality of the foregoing, IP:

(A) authorizes the Secured Party, in its reasonable discretion, to modify this Agreement by amending Schedule A, B or C hereto to include a reference to any right, title or interest in any existing Copyright, Patent or Trademark acquired or developed by IP after the execution hereof, or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which IP no longer has or claims any right, title or interest, provided the Secured Party shall give IP written notice of any such amendments to Schedule A, B or C; and

(B) hereby authorizes the Secured Party, in its sole discretion, to file one or more financing or continuation statements or other notices of security interest, and amendments thereto, relative to all or any portion of the Intellectual Property Collateral.

(q) Perfection. IP represents and warrants to the Secured Party that:

(i) the security interest granted to the Secured Party hereunder in United States patents and patent applications (the "U.S. Patents") and in the United States trademark registrations and applications (the "U.S. Trademarks"), upon the filing of appropriate filings with the PTO and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in the U.S. Patents and the U.S. Trademarks; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Patents and U.S. Trademarks acquired by IP after the date hereof;

(ii) the security interest granted to the Secured Party hereunder in the registered Copyrights and Copyright applications (the "U.S. Copyrights"), upon the filing of appropriate filings with the United States Copyright Office and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in the U.S. Copyrights; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Copyrights acquired by IP after the date hereof; and

(iii) the security interest granted to the Secured Party hereunder in the Proprietary Information located in the United States, upon the filing of any appropriate filings with the PTO or United States Copyright Office and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in such Proprietary Information, to the extent that a first security interest can be created through such filings; provided, however, that

recordation, filing or registration of such security interest may be required to perfect such security interest in the Proprietary Information acquired by IP after the date hereof.

SECTION 4. Indemnity. IP agrees to indemnify the Secured Party and from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement and any actions taken pursuant to Section 5 or any failure to act thereunder), except for claims, losses or liabilities resulting from the gross negligence, fraud or willful misconduct of the Secured Party as determined by the non-appealable judgment of a court of competent jurisdiction.

SECTION 5. Rights and Remedies Upon an Event of Default.

(a) If any Event of Default shall have occurred and be continuing, then and in every such case, the Secured Party, in addition to other rights and remedies provided for herein and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured creditor under the Code in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Intellectual Property Collateral or any part thereof, from IP or any other Person who then has possession of any part thereof, with or without notice or process of law, and for that purpose may enter upon IP's premises where any of the Intellectual Property Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of IP; and

(ii) sell, assign or otherwise liquidate, or direct IP to sell, assign or otherwise liquidate, any or all of the Intellectual Property Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment or liquidation.

(b) Any collateral repossessed by the Secured Party under or pursuant to Section 5(a) and any other Intellectual Property Collateral, whether or not so repossessed by the Secured Party, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Secured Party may determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than ten (10) days' written notice to IP. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than ten (10) days' written notice to IP specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the option of the Secured Party, be subject to reserve), after publication of notice of such auction not less than ten (10) days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. To the extent permitted by any such requirement of law, the Secured Party may bid for and become the purchaser of the Intellectual Property Collateral or any item thereof, offered for sale in accordance with this Section without accountability to IP

(iv) give customers indebted on the Intellectual Property Collateral of IP notice of the Secured Party's interest therein, instruct such customers to make payment directly to the Secured Party for IP's account or request, at any time from customers indebted on the Intellectual Property Collateral, verification of information concerning the Intellectual Property Collateral and the amounts owing thereon;

(v) convey any item of Intellectual Property Collateral to any purchaser thereof;

(vi) record any instruments under Section 3(g);

(vii) make any payments or take any acts under Section 5(c); and

(viii) file any claims or take any action or institute any proceedings that the Secured Party may deem necessary or desirable for the collection of any of the Intellectual Property Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Intellectual Property Collateral.

The Secured Party's authority under this Section 5(d) shall include, without limitation, the authority to execute and give receipt for any certificate of ownership or any document, transfer title to any item of Intellectual Property Collateral, sign IP's name on any documents deemed necessary or appropriate to preserve, protect or perfect the security interest in the Intellectual Property Collateral and to file the same, prepare, file and sign IP's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with any Intellectual Property Collateral of IP and prepare, file and sign IP's name on a proof of claim in bankruptcy or similar document against any customer of IP, and to take any other actions arising from or incident to the rights, powers and remedies granted to the Secured Party in this Agreement. This power of attorney is coupled with an interest and is irrevocable by IP.

(e) All cash proceeds ("Proceeds") received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Collateral shall be applied by the Secured Party against the Obligations in accordance with Section 6.

(f) Upon the occurrence and during the continuance of an Event of Default, all income, royalties, payments and damages under or in respect of the Intellectual Property Collateral of IP, if any, received thereafter by IP shall be held by IP in trust for the benefit of the Secured Party, separate from IP's own property or funds and immediately turned over to the Secured Party with proper assignments or endorsements. Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right to notify payors of income, royalties, payments and damages under or in respect of the Intellectual Property Collateral to make payment directly to the Secured Party.

(g) Each and every right, power and remedy hereby specifically given to the Secured Party shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Loan Documents or now or hereafter existing at law or in equity, or by statute, and each and every right, power and remedy whether specifically herein

given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Secured Party. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise of one shall not be deemed a waiver of the right to exercise any other right, power or remedy. No delay or omission of the Secured Party in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or any acquiescence therein.

SECTION 6. Application of Payments. Subject to the provisions of each Loan Agreement and except to the extent expressly provided otherwise in any Loan Document then in force, all payments received by the Secured Party hereunder will be applied in the following order of priority:

- (a) First, to the payment or reimbursement of any and all costs, expenses, Taxes and other amounts payable pursuant to the terms of each Loan Agreement on a pro-rata basis;
- (b) Second, to the payment of all accrued and unpaid interest on the Loans on a pro-rata basis;
- (c) Third, to the payment of all fees payable pursuant to the terms of each Loan Agreements on a pro-rata basis;
- (d) Fourth, to the payment of principal of the Term Loans pro-rata among all such Term Loans in the inverse order of maturity;
- (e) Fifth, to the payment of the Revolving Credit Loans, pro-rata among all such Revolving Credit Loans; and
- (f) Sixth, to the payment or reimbursement of all other amounts due to the Secured Party or any other lender under this Agreement or any other Loan Document.

After payment in full of the Obligations, termination of the obligation of the Secured Party to make Loans to, and to provide for the issuance of Letters of Credit for the account of, any Borrower, and the termination, Collateralization or expiration of all Letters of Credit, all excess Proceeds received by the Secured Party shall be returned, on a pro-rata basis, to IP or its successors or assigns or as a court of competent jurisdiction may direct, any surplus then remaining from such proceeds. All payments applied to interest on or principal of any Loan will be paid by the Secured Party to any other lender in proportion to their pro-rata share of the applicable Loan. All payments applied to any other category of Obligation will be paid to the various payees within such category, on a pro-rata basis, in proportion to the respective amounts due to them.

SECTION 7. Miscellaneous Provisions.

- (a) Notices. All notices and correspondence shall be in writing and given in the manner and to the address (and, in the case of IP, care of the Borrower) as provided in Section 11.1 of each Loan Agreement.

(b) Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and, unless otherwise permitted herein, any consent to any departure by IP from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by IP and the Secured Party and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) Interpretation. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Citrus Loan Agreement shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Citrus Loan Agreement and is not dealt with herein with more specificity, the Citrus Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (i) remain in full force and effect until the indefeasible payment in full in cash of the Obligations, the termination of the obligation of the Secured Party to make Loans to, provide for the issuance of Letters of Credit for the account of, a Borrower, and the termination, Collateralization or expiration of all Letters of Credit, (ii) be binding upon IP and its successors and assigns and (iii) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Secured Party may, in accordance with the terms of each Loan Agreement, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person that is a successor to the Secured Party under such Loan Agreement, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to the Secured Party herein or otherwise, in each case as provided in such Loan Agreement.

(g) Reinstatement. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated if at any time any amount received by the Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by the Secured Party upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar proceeding applicable to IP, or upon or during the occurrence of any dissolution, liquidation or winding up of IP, all as though such payments had not been made.

(h) Survival of Provisions. All representations, warranties and covenants of IP contained herein shall survive the date of this Agreement, and shall terminate only upon the full and final payment and performance of the Obligations secured hereby, the termination of the obligations of the Secured Party to make Loans to, provide for the issuance of Letters of Credit for the account of, a Borrower, and the termination, Collateralization or expiration of all Letters of Credit.

(i) Secured Party May Perform. If IP fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by IP and shall constitute Obligations secured by this Agreement.

(j) No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for money actually received by it hereunder, the Secured Party shall have no duty as to any Intellectual Property Collateral, as to ascertaining or taking action with respect to matters relative to any Intellectual Property Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession if such Intellectual Property Collateral is accorded treatment substantially equal to that which the Secured Party accords its own similar property. To the extent the Intellectual Property Collateral is held by a custodian, the Secured Party shall be deemed to have exercised reasonable care if it has selected the custodian with reasonable care.

(k) Delays; Partial Exercise of Remedies. No delay or omission of the Secured Party to exercise any right or remedy hereunder, whether before or after the happening of any Event of Default, shall impair any such right or shall operate as a waiver thereof or as a waiver of any such Event of Default. No single or partial exercise by the Secured Party of any right or remedy shall preclude any other or further exercise thereof, or preclude any other right or remedy.

(l) GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) AND DECISIONS OF THE STATE OF NEW YORK.

(m) SUBMISSION TO JURISDICTION. ALL DISPUTES BETWEEN IP AND THE SECURED PARTY, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS

LOCATED IN THE BOROUGH OF MANHATTAN, NEW YORK CITY AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT THE SECURED PARTY SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST IP OR ITS PROPERTY IN (A) ANY COURTS OF COMPETENT JURISDICTION AND VENUE AND (B) ANY LOCATION SELECTED BY THE SECURED PARTY TO ENABLE THE SECURED PARTY TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE SECURED PARTY. IP AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY THE SECURED PARTY. IP WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE SECURED PARTY HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

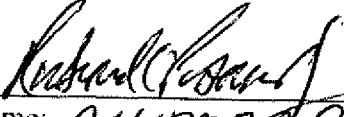
(n) JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT; OR ANY CONDUCT, ACTS OR OMISSIONS OF IP, THE SECURED PARTY, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE.

(o) Amendment and Restatement. This Agreement shall constitute an amendment, restatement and consolidation of all the terms and conditions of the Existing Intellectual Property Security Agreement. The parties hereto acknowledge and agree that (i) such obligations are in all respects being modified as provided in this Agreement and (ii) the security interests as granted under the Existing Intellectual Property Security Agreement securing payment of such obligations are in all respects continuing and in full force and effect and secure the repayment of the Loans and the other Obligations.

[Signature page to follow]

IN WITNESS WHEREOF, IP has caused this Agreement to be executed by its duly authorized officer as of the date first set forth above.

C & A IP INC.

By: 
Name: Richard P Sawin
Title: TRAS

Signature Page to Amended and Restated IP Security Agreement

TRADEMARK
REEL: 004429 FRAME: 0231

Schedule A

Patents

None

Schedule B

Trademarks and Trademark Applications

See attached

Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
CA AROMATICS CO. & DESIGN Country: United States of America Classes: 01 Int. Goods: 01 Int.: Class : 1 AROMATIC CHEMICALS FOR USE IN THE FOOD, FLAVOR AND FRAGRANCE INDUSTRIES	Registered CAHO-15342/0004	75/819,382 2,465,144	12-Oct-1999 03-Jul-2001	Aff of Use - 6 Year	03-Jul-2007	
CITRUS AND ALLIED ESSENCES LTD. Country: United States of America Classes: 03 Int. Goods: 03 Int.: Class : 3 ESSENTIAL OILS, NAMELY, CITRUS OILS, SPICE OILS AND MINT OILS FOR FOOD FLAVORING AND INDUSTRIAL USE	Registered CAHO-15342/0003	75/819,381 2,421,045	12-Oct-1999 16-Jan-2001	First Renewal	16-Jan-2011	
FLEURESIN Country: United States of America Classes: 01 Int., 02 Int. Goods: 01 Int.: Class : 1 Family of artificial resins for use in the manufacture of fragrances; a family of chemicals for use in the manufacture of fragrances	Registered CAHO-15342/0005	76/031,448 2,629,920	21-Apr-2000 08-Oct-2002	Aff of Use - 5 Year	08-Oct-2007	
Class : 2 Family of natural resins for use in the manufacture of fragrances						

Int. Cl.: 1

Prior U.S. Cls.: 1, 5, 6, 10, 26 and 46

United States Patent and Trademark Office

Reg. No. 2,465,144

Registered July 3, 2001

TRADEMARK
PRINCIPAL REGISTER



C&A HOLDINGS INTERNATIONAL LTD. (DE-
LAWARE CORPORATION)
3000 MARCUS AVENUE, SUITE 3E11
LAKE SUCCESS, NY 11042

FOR: AROMATIC CHEMICALS FOR USE IN THE
FOOD, FLAVOR AND FRAGRANCE INDUSTRIES,
IN CLASS 1 (U.S. CLS. 1, 5, 6, 10, 26 AND 46).

FIRST USE 9-0-1991, 1974 ; IN COMMERCE
9-0-1991, 1974.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "AROMATICS CO.", APART FROM
THE MARK AS SHOWN.

THE DRAWING IS LINED FOR THE COLOR
GRAY.

SER. NO. 75-819,382, FILED 10-12-1999.

MARLENE BELL, EXAMINING ATTORNEY

Int. Cl.: 3

Prior U.S. Cls.: 1, 4, 6, 50, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,421,045

Registered Jan. 16, 2001

**TRADEMARK
PRINCIPAL REGISTER**

CITRUS AND ALLIED ESSENCES LTD

CEA HOLDINGS INTERNATIONAL LTD. (DELA-
WARE CORPORATION)
3000 MARCUS AVENUE, SUITE 3E11
LAKE SUCCESS, NY 11042

FOR: ESSENTIAL OILS, NAMELY, CITRUS OILS,
SPICE OILS, MINT OILS FOR FOOD FLAVORING
AND INDUSTRIAL USE, IN CLASS 3 (U.S. CLS. 1,
4, 6, 50, 51 AND 52).

FIRST USE 1-0-1974; IN COMMERCE 1-0-1974.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT
TO USE "CITRUS" AND "ESSENCES LTD.",
APART FROM THE MARK AS SHOWN.

SER. NO. 75-819,381, FILED 10-12-1999.

GEORGIA CARTY, EXAMINING ATTORNEY

Int. Cls.: 1 and 2

Prior U.S. Cls.: 1, 5, 6, 10, 11, 16, 26 and 46

United States Patent and Trademark Office

Reg. No. 2,629,920

Registered Oct. 8, 2002

**TRADEMARK
PRINCIPAL REGISTER**

FLEURESIN

C&A HOLDINGS INTERNATIONAL LTD. (DE-
LAWARE CORPORATION)
3000 MARCUS AVENUE, SUITE 3E11
LAKE SUCCESS, NY 11042

FOR: FAMILY OF ARTIFICIAL RESINS FOR USE
IN THE MANUFACTURE OF FRAGRANCES; A
FAMILY OF CHEMICALS FOR USE IN THE MAN-
UFACTURE OF FRAGRANCES, IN CLASS 1 (U.S.
CLS. 1, 5, 6, 10, 26 AND 46).

FIRST USE 12-1-2000; IN COMMERCE 12-1-2000.

FOR: FAMILY OF NATURAL RESINS FOR USE
IN THE MANUFACTURE OF FRAGRANCES, IN
CLASS 2 (U.S. CLS. 6, 11 AND 16).

FIRST USE 12-1-2000; IN COMMERCE 12-1-2000.

THE ENGLISH TRANSLATION OF "FLEUR" IS
"FLOWER".

SER. NO. 76-031,448, FILED 4-21-2000.

ZHALEH DELANEY, EXAMINING ATTORNEY

Client: CITRUS AND ABLIIDD ESSENCES LTD
 Trademark Status: Registered
 App No: 78/905,993

Trademark
 C.LOGO
Country: United States of America
Classes: 01 Int., 03 Int., 30 Int.
Goods: 01 Int.: IN CLASS 01:
 AROMATIC CHEMICALS FOR USE IN THE MANUFACTURE OF FOOD, FOOD
 FLAVORINGS AND FRAGRANCES; OLEORESINS FOR USE ON SALTS, SUGARS,
 STARCH AS A CARRIER OR SPRAY DRIED WITHOUT A CARRIER
 03 Int.: CLASS: IN 3
 ESSENTIAL OILS NAMELY CITRUS OILS, SPICE OILS AND MINT OILS FOR FOOD
 FLAVORING AND INDUSTRIAL USE; FOOD FLAVORINGS PREPARED FROM
 ESSENTIAL OILS; ESSENTIAL OILS USED IN THE MANUFACTURE OF
 FRAGRANCES; ESSENTIAL OIL EXTRACTS USED AS FOOD FLAVORING,
 ESSENTIAL OIL EXTRACTS USED AS INGREDIENTS FOR FRAGRANCES,
 FRAGRANCES FOR USE IN PERFUMES, COSMETICS, CANDLES, AIR FRASHERS;
 SOAPS, ADVERTISING FLYERS, AEROSOL SPRAYS; SOLVANTS AND CLEANERS;
 SPRAY DRIED ESSENTIAL OILS; EMULSIONS OF ESSENTIAL OILS USED AS FOOD
 FLAVORINGS OR CLOUDING AGENTS FOR BEVERAGES AND FOODS
 30 Int.: IN CLASS 30:
 FOOD FLAVORINGS; SPICE EXTRACTS, NAMELY, EXTRACTS OF BLACK PEPPER,
 CAPSICUM, PAPRIKA, GARLIC, ONION AND CELERY, FOR USE AS AN
 INGREDIENT IN FOOD FLAVORINGS AND SEASONINGS; DISPERSED SPICE
 EXTRACTS ON FOOD CARRIERS, NAMELY, EXTRACTS OF BLACK PEPPER,
 CAPSICUM, PAPRIKA, GARLIC, ONION; CELERY FOR USE ON SUGAR, SALT,
 STARCHES AS CARRIERS

CA-2-4-1
Country: United States of America
Classes: 03 Int.
Goods: 03 Int.: CLASS : IN 3
 ESSENTIAL OILS USED IN THE MANUFACTURE OF FRAGRANCES.

Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
C.LOGO	Pending	CAEL-21163/0010	78/905,993	12-Jun-2006		
CA-2-4-1	Registered	CAEL-21163/0004	78/183,974 2,949,772	12-Nov-2002 10-May-2005	Aff of Use - 5 Year	10-May-2010

Client: CITRUS AND ALLIED ESSENCES LTD

Trademark: CITRUS AND ALLIED ESSENCES LTD

Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
CITRUS AND ALLIED Country: United States of America Classes: 01 Int., 03 Int., 30 Int. Goods: 01 Int.: IN CLASS 01: AROMATIC CHEMICALS FOR USE IN THE MANUFACTURE OF FOOD, FOOD FLAVORINGS AND FRAGRANCE; OLEORESINS FOR USE ON SALT, SUGARS, STARCH AS A CARRIER OR SPRAY DRIED WITHOUT A CARRIER. 03 Int.: CLASS: IN 3 ESSENTIAL OILS NAMELY CITRUS OILS, SPICE OILS AND MINT OILS FOR FOOD FLAVORING AND INDUSTRIAL USE; FOOD FLAVORINGS PREPARED FROM ESSENTIAL OILS; ESSENTIAL OILS USED IN THE MANUFACTURE OF FRAGRANCES; ESSENTIAL OIL EXTRACTS USED AS FOOD FLAVORING, ESSENTIAL OIL EXTRACTS USED AS INGREDIENTS FOR FRAGRANCES; FRAGRANCES FOR USE IN PERFUMES, COSMETICS, CANDLES, AIR FRESHENERS; SOAPS, ADVERTISING FLYERS, AEROSOL SPRAYS; SOLVENTS AND CLEANERS; SPRAY DRIED ESSENTIAL OILS; EMULSIONS OF ESSENTIAL OILS USED AS FOOD FLAVORINGS OR CLOUDING AGENTS FOR BEVERAGES AND FOODS. 30 Int.: IN CLASS 30: FOOD FLAVORINGS; SPICE EXTRACTS, NAMELY, EXTRACTS OF BLACK PEPPER, CAPSICUM, PAPRIKA, GARLIC, ONION AND CELERY, FOR USE AS AN INGREDIENT IN FOOD FLAVORINGS AND SEASONINGS; DISPERSED SPICE EXTRACTS ON FOOD CARRIERS, NAMELY, EXTRACTS OF BLACK PEPPER, CAPSICUM, PAPRIKA, GARLIC, ONION, CELERY FOR USE ON SUGAR, SALT, STARCHES AS CARRIERS.	Pending	CAEL-21163/0009	78/906,673	13-Jun-2006		
CITRUS AND ALLIED AND DESIGN Country: United States of America	Unfiled	CAEL-21163/0011				
COLORSHIELD Country: United States of America Classes: 30 Int. Goods: 30 Int.: CLASS : 30 SPICE EXTRACTIVE OF PAPRIKA AND TUMERIC FOR USE AS A COLORING FOR FOOD.	Registered	CAEL-21163/0003	78/183,984 2,885,132	12-Nov-2002 14-Sep-2004	Aff of Use - 5 Year	14-Sep-2009

INTERNATIONAL TRADEMARC REPORTS Chron
 GILBERT, CIRIUS AND ADJUTED ESSENCES LTD

Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
FLAVORSHIELD Country: United States of America Classes: 30 Int. Goods: 30 Int.: CLASS: IN 30 SPICE EXTRACTIVES FOR USE AS AN INGREDIENT IN A FOOD FLAVORING OR SEASONING.	Registered CAEL-21163/0006		78/237,574 3,018,455	14-Apr-2003 22-Nov-2005	Att of Use - 5 Year	22-Nov-2010
SPICESSENCE Country: United States of America Classes: 03 Int. Goods: 03 Int.: CLASS: 3 ESSENTIAL OILS FOR FOOD FLAVORING. CLASS : 30 SPICE AND OTHER FLAVOR EXTRACTIVES FOR USE AS A SEASONING FOR FOOD.	Registered CAEL-21163/0005		78/184,044 2,874,289	12-Nov-2002 17-Aug-2004	Att of Use - 5 Year	17-Aug-2009

Int. Cl.: 3

Prior U.S. Cls.: 1, 4, 6, 50, 51, and 52

United States Patent and Trademark Office

Reg. No. 2,949,772
Registered May 10, 2005

TRADEMARK
PRINCIPAL REGISTER

CA-2-4-1

CITRUS AND ALLIED ESSENCES LTD. (NEW
YORK CORPORATION)
3000 MARCUS AVENUE
SUITE 3E11
LAKE SUCCESS, NY 11042

FIRST USE 2-11-2003; IN COMMERCE 2-11-2003.

SN 78-183,974, FILED 11-12-2002.

FOR: ESSENTIAL OILS USED IN THE MANU-
FACTURE OF FRAGRANCES, IN CLASS 3 (U.S.
CLS. 1, 4, 6, 50, 51 AND 52).

KAREN BRACEY, EXAMINING ATTORNEY

Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 2,885,132

Registered Sep. 14, 2004

**TRADEMARK
PRINCIPAL REGISTER**

COLORSHIELD

CITRUS AND ALLIED ESSENCES LTD. (NEW
YORK CORPORATION)
3000 MARCUS AVENUE
SUITE 3E11
LAKE SUCCESS, NY 11042

FIRST USE 5-7-2004; IN COMMERCE 5-7-2004.

SN 78-183,984, FILED 11-12-2002.

FOR: SPICE EXTRACTIVE OF PAPRIKA AND
TURMERIC FOR USE AS A COLORING FOR FOOD,
IN CLASS 30 (U.S. CL. 46).

ALICE BENMAMAN, EXAMINING ATTORNEY

Int. Cl.: 30

Prior U.S. Cl.: 46

United States Patent and Trademark Office

Reg. No. 3,018,455
Registered Nov. 22, 2005

**TRADEMARK
PRINCIPAL REGISTER**

FLAVORSHIELD

CITRUS AND ALLIED ESSENCES, LTD. (NEW
YORK CORPORATION)
3000 MARCUS AVENUE, SUITE 3E11
LAKE SUCCESS, NY 11042

FIRST USE 9-27-2004; IN COMMERCE 9-27-2004.

SN 78-237,574, FILED 4-14-2003.

FOR: SPICE EXTRACTIVES FOR USE AS AN
INGREDIENT IN A FOOD FLAVORING OR SEA-
SONING., IN CLASS 30 (U.S. CL. 46).

MARLENE BELL, EXAMINING ATTORNEY

Int. Cls.: 3 and 30

Prior U.S. Cls.: 1, 4, 6, 46, 50, 51 and 52

United States Patent and Trademark Office

Reg. No. 2,874,289

Registered Aug. 17, 2004

**TRADEMARK
PRINCIPAL REGISTER**

SPICESSENCE

CITRUS AND ALLIED ESSENCES LTD. (NEW
YORK CORPORATION)
3000 MARCUS AVENUE
SUITE 3E11
LAKE SUCCESS, NY 11042

FOR: ESSENTIAL OILS FOR FOOD FLAVORING,
IN CLASS 3 (U.S. CLS. 1, 4, 6, 50, 51 AND 52).

FIRST USE 1-1-2001; IN COMMERCE 1-1-2001.

FOR: SPICE AND OTHER FLAVOR EXTRAC-
TIVES FOR USE AS A SEASONING FOR FOOD, IN
CLASS 30 (U.S. CL. 46).

FIRST USE 1-1-2001; IN COMMERCE 1-1-2001.

SER. NO. 78-184,044, FILED 11-12-2002.

ALICE BENMAMAN, EXAMINING ATTORNEY

Client: CITRUS AND ALLIED ESSENCES LTD.
 Trademark: CITRUS AND ALLIED ESSENCES LTD.

Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
CITRUS AND ALLIED & C LOGO	Registered	CAEL-21163/0017	300671148 300671148	30-Jun-2006 30-Jun-2006	First Renewal	29-Jun-2016

Country: Hong Kong
 Classes: 01 Int., 02 Int., 03 Int., 30 Int.
 Goods: 01 Int.: IN CLASS 01:
 AROMATIC CHEMICALS FOR USE IN THE FOOD, FLAVORING AND FRAGRANCE INDUSTRIES
 02 Int.: CLASS: IN 2
 NATURAL RESINS
 03 Int.: CLASS: IN 3
 FRAGRANCES; EXTRACTS AND ESSENTIAL OILS USED IN THE FOOD, FLAVORING AND FRAGRANCE INDUSTRIES; FLAVORS, EXTRACTS AND EMULSIONS USED IN THE FRAGRANCE INDUSTRY
 30 Int.: CLASS: IN 30
 FLAVORS, EXTRACTS AND EMULSIONS USED IN THE FOOD AND FLAVORING INDUSTRIES

CITRUS AND ALLIED AND C LOGO	Pending	CAEL-21163/0012	1306606	23-Jun-2006	FOREIGN ACTION DUE	24-Aug-2007
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Country: Canada
 Classes: N/A
 Goods: N/A ; CLASS: N/A
 ESSENTIAL OILS NAMELY CITRUS OILS, SPICE OILS AND MINT OILS FOR FOOD FLAVORING AND INDUSTRIAL USE; FOOD FLAVORINGS, PREPARED FROM ESSENTIAL OILS; ESSENTIAL OILS USED IN THE MANUFACTURE OF FRAGRANCES; FOOD FLAVORINGS; EXTRACTS USED AS FLAVORING; EXTRACTS USED AS INGREDIENTS FOR FRAGRANCES; NATURAL RESINS FOR USE IN FOODS AND FRAGRANCES; AROMATIC CHEMICALS FOR USE IN THE FOOD, FLAVORING AND FRAGRANCE INDUSTRY; SPICE EXTRACTIVES FOR USE AS AN INGREDIENT IN A FOOD FLAVORING OR SEASONING; FRAGRANCES; DISPERSED SPICE; EXTRACTIVES AND ESSENTIAL OILS ON FOOD CARRIERS; SPRAY DRIED ESSENTIAL OILS; OLEORESINS AND FLAVORS ON FOOD CARRIERS; EMULSIONS USED AS FLAVORINGS AND OR CLOUDING AGENTS

Client: CITRUS AND ALLIED ESSENCES LTD.

Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
CITRUS AND ALLIED AND C LOGO <i>Country:</i> China (Peoples Republic) <i>Classes:</i> 02 Int.	Pending CAEL-21163/0013	5,545,367	16-Aug-2006			
<i>Goods:</i> 02 Int.: CLASS: IN 2 NATURAL RESINS AND AROMATIC CHEMICALS FOR USE IN THE FOOD, FLAVOURING AND FRAGRANCE INDUSTRIES; DYES; COLORANTS; FOOD COLORANTS; PRINTING INK; PAINTS; ANTI-CORROSIVE PREPARATIONS						
CITRUS AND ALLIED AND C LOGO <i>Country:</i> China (Peoples Republic) <i>Classes:</i> 03 Int.	Pending CAEL-21163/0014	5545368	16-Aug-2006			
<i>Goods:</i> 03 Int.: CLASS: IN 3 FRAGRANCES; EXTRACTS AND ESSENTIAL OILS USED IN THE FOOD, FLAVOURING AND FRAGRANCE INDUSTRIES; FLAVORS, EXTRACTS AND EMULSIONS USED IN THE FRAGRANCE INDUSTRY; SOAP; CLEANING PREPARATIONS; POLISHING PREPARATIONS; ABRASIVES; COSMETICS; DENTIFRICES; INCENSE; COSMETIC FOR ANIMALS						
CITRUS AND ALLIED AND C LOGO <i>Country:</i> China (Peoples Republic) <i>Classes:</i> 30 Int.	Pending CAEL-21163/0015	5545369	16-Aug-2006			
<i>Goods:</i> 30 Int.: CLASS: IN 30 FOOD FLAVORINGS, FOOD SEASONINGS, PAPRIKA, TURMERIC; SPICE EXTRACTS, SPICE EXTRACTIVES AND SPICE EXTRACTS FOR USE AS AN INGREDIENT IN FOOD FLAVORING, OR IN SEASONING; EMULSIONS USED AS FLAVORINGS AND/OR CLOUDING AGENTS; FOOD FLAVORINGS PREPARED FROM ESSENTIAL OILS; EXTRACTS USED AS FLAVORING; DISPERSED SPICE; SPICES IN THE FORM OF POWDERS; EXTRACTIVES ON FOOD CARRIERS; OLEORESINS AND FLAVORS ON FOOD CARRIERS; SPICE; ESSENCES FOR FOOD; FLAVOR ENHANCERS, SEASONINGS; AROMATIC PREPARATIONS FOR FOODSTUFFS; EXTRACTS, OLEORESINS AND FLAVORS FOR USE IN FOODSTUFFS; COFFEE; TEA; SUGAR; CONFECTIONERY; HONEY; BREAD; DUMPLINGS; CERAL PREPARATIONS; NOODLES; POP CORN; SOYA JUICE; STARCH PRODUCTS FOR FOOD; EDIBLE ICES; COOKING SALT; SOYA SAUCE; FLAVOURING FOR CAKES (OTHER THEN ESSENTIAL OILS); LEAVEN; PREPARATIONS FOR STIFFENING WHIPPED CREAM						

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Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
CITRUS AND ALLIED AND C LOGO Country: China (Peoples Republic) Classes: 01 Int. Goods: 01 Int.: CLASS: IN 1 AROMATIC CHEMICALS FOR USE IN FOOD, FLAVORING AND IN FRAGRANCE INDUSTRIES; AROMATIC CHEMICALS FOR FRAGRANCE PURPOSES.	Pending	CAEL-21163/0022		23-Apr-2007		
CITRUS AND ALLIED AND C LOGO Country: European Community Classes: 01 Int., 02 Int., 03 Int., 30 Int. Goods: 01 Int.: CLASS: IN 1 AROMATIC CHEMICALS FOR FRAGRANCE PURPOSES AND AROMATIC CHEMICALS FOR USE IN FOOD, FLAVORING AND IN FRAGRANCE INDUSTRIES. 02 Int.: CLASS: IN 2 NATURAL RESINS FOR USE IN FOODS AND FRAGRANCES; AROMATIC CHEMICALS FOR USE IN FOOD, FLAVORING AND IN FRAGRANCE INDUSTRIES; RAW NATURAL RESINS. 03 Int.: CLASS: IN 3 ESSENTIAL OILS, INCLUDING CITRUS OILS, SPICE OILS AND MINT OILS FOR FOOD FLAVORING AND INDUSTRIAL USE; ESSENTIAL OILS USED IN THE MANUFACTURE OF FRAGRANCES; EXTRACTS USED AS INGREDIENTS FOR FRAGRANCES; FRAGRANCES; AROMATIC CHEMICALS FOR FRAGRANCE PURPOSES; SPRAY DRIED ESSENTIAL OILS; FLAVOURINGS; AROMATICS; ESSENTIAL OILS FOR USE IN FOODS; FLAVOUR ENHANCERS; OLEORESINS CONTAINING ESSENTIAL OILS OR DERIVATIVES OF ESSENTIAL OILS. 30 Int.: CLASS: IN 30 FOOD FLAVOURINGS, FOOD SEASONINGS, PAPRIKA, TURMERIC, SPICE EXTRACTS, SPICE EXTRACTIVES AND SPICE EXTRACTS FOR USE AS AN INGREDIENT IN FOOD FLAVORING, OR IN SEASONING; EMULSIONS USED A FLAVOURINGS AND/OR CLOUDING AGENTS; FOOD FLAVOURINGS PREPARED FROM ESSENTIAL OILS; EXTRACTS USED AS FLAVORING; DISPERSED SPICE; SPICES IN THE FORM OF POWDERS; EXTRACTIVES AND ESSENTIAL OILS ON FOOD CARRIERS; OLEORESINS AND FLAVOURS ON FOOD CARRIERS; SPICE; ESSENCES FOR FOOD; FLAVOUR ENHANCERS, SEASONINGS; AROMATIC PREPARATIONS FOR FOODSTUFFS; ESSENTIAL OILS, EXTRACTS, OLEORESINS AND FLAVOURS FOR USE IN FOODSTUFFS.	Pending	CAEL-21163/0016	5211982	30-Jun-2006		

TRADEMARK STATUS REPORT BY CLIENT

CITRUS AND ALLIED ESSENCES LTD

Trademark	Status	Docket Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
CITRUS AND ALLIED AND C LOGO Country: Mexico Classes: 02 Int. Goods: 02 Int.: CLASS: IN 2 NATURAL RESINS AND AROMATIC CHEMICALS TO BE USED IN THE INDUSTRIES OF FOOD, SPICES AND FRAGRANCES.	Pending CAEL-21163/0018	791362	29-Jun-2006			
CITRUS AND ALLIED AND C LOGO Country: Mexico Classes: 03 Int. Goods: 03 Int.: CLASS: IN 3 FRAGRANCES; EXTRACTS, NAMELY, SPICE, FRUIT AND BOTANICAL EXTRACTS AND ESSENTIAL OILS USED IN THE FOOD, FLAVORING AND FRAGRANCE INDUSTRIES; FLAVORS (ESSENTIAL OILS), EXTRACTS, NAMELY SPICE, FRUIT AND BOTANICAL EXTRACTS AND EMULSIONS USED IN THE FRAGRANCE INDUSTRIES.	Pending CAEL-21163/0019	791363	29-Jun-2006			
CITRUS AND ALLIED AND C LOGO Country: Mexico Classes: 30 Int. Goods: 30 Int.: CLASS: IN 30 FLAVORS, EXTRACTS AND EMULSIONS UTILIZED IN THE INDUSTRIES OF FOOD AND FLAVORING.	Pending CAEL-21163/0020	791364	29-Jun-2006			

Copyright Registrations

None.

**C & A IP INC.
SCHEDULE OF MARKS**

Marks	Serial/Registration Nos.	Filing/ Registration Dates
CITRUS AND ALLIED	78906673	June 13, 2006
CITRUS AND ALLIED ESSENCES LTD	2421045	January 16, 2001
CA AROMATICS CO. & Design	2465144	July 3, 2001
FLEURESIN	2629920	October 8, 2002
SPICEESENCE	2874289	August 17, 2004
COLORSHIELD	2885132	September 14, 2004
CA-2-4-1	2949772	May 10, 2005
FLAVORSHIELD	3018455	November 22, 2005
C & DESIGN	3324344	October 30, 2007