

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Agreement												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Antares Capital Corporation, as Agent</td> <td></td> <td>12/17/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Antares Capital Corporation, as Agent		12/17/2010	CORPORATION: DELAWARE					
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Antares Capital Corporation, as Agent		12/17/2010	CORPORATION: DELAWARE										
<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>General Electric Capital Corporation, as Administrative Agent</td> </tr> <tr> <td><b>Street Address:</b></td> <td>500 W Monroe Street</td> </tr> <tr> <td><b>City:</b></td> <td>Chicago</td> </tr> <tr> <td><b>State/Country:</b></td> <td>ILLINOIS</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>60661</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>CORPORATION: DELAWARE</td> </tr> </table>	<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent	<b>Street Address:</b>	500 W Monroe Street	<b>City:</b>	Chicago	<b>State/Country:</b>	ILLINOIS	<b>Postal Code:</b>	60661	<b>Entity Type:</b>	CORPORATION: DELAWARE	
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent												
<b>Street Address:</b>	500 W Monroe Street												
<b>City:</b>	Chicago												
<b>State/Country:</b>	ILLINOIS												
<b>Postal Code:</b>	60661												
<b>Entity Type:</b>	CORPORATION: DELAWARE												
<b>PROPERTY NUMBERS Total: 3</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>1794553</td> <td>TFF</td> </tr> <tr> <td>Registration Number:</td> <td>1949171</td> <td>TFF</td> </tr> <tr> <td>Registration Number:</td> <td>1599099</td> <td>AROMAGLOBE</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	1794553	TFF	Registration Number:	1949171	TFF	Registration Number:	1599099	AROMAGLOBE	
Property Type	Number	Word Mark											
Registration Number:	1794553	TFF											
Registration Number:	1949171	TFF											
Registration Number:	1599099	AROMAGLOBE											
<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (312)577-4565</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312-577-8265</p> <p>Email: kristin.brozovic@kattenlaw.com</p> <p>Correspondent Name: Kristin Brozovic c/o Katten Muchin</p> <p>Address Line 1: 525 W Monroe Street</p> <p>Address Line 4: Chicago, ILLINOIS 60661</p>													
<b>ATTORNEY DOCKET NUMBER:</b>	207170-402												
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic												

900179211

**TRADEMARK**  
**REEL: 004436 FRAME: 0410**

CH \$90.00 1794553

Signature:	/Kristin Brozovic/
Date:	12/20/2010
<p><b>Total Attachments: 14</b></p> <p>source=TFF- Trademark Assignment#page1.tif source=TFF- Trademark Assignment#page2.tif source=TFF- Trademark Assignment#page3.tif source=TFF- Trademark Assignment#page4.tif source=TFF- Trademark Assignment#page5.tif source=TFF- Trademark Assignment#page6.tif source=TFF- Trademark Assignment#page7.tif source=TFF- Trademark Assignment#page8.tif source=TFF- Trademark Assignment#page9.tif source=TFF- Trademark Assignment#page10.tif source=TFF- Trademark Assignment#page11.tif source=TFF- Trademark Assignment#page12.tif source=TFF- Trademark Assignment#page13.tif source=TFF- Trademark Assignment#page14.tif</p>	

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement dated as of December 17, 2010 (the "**Assignment**"), is made by and among ANTARES CAPITAL CORPORATION., in its capacity as agent (in such capacity, "**Original Agent**") under the Credit Agreement (as defined below), GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as successor agent (in such capacity, "**Successor Agent**") and TECHNOLOGY FLAVORS & FRAGRANCES, INC., a Delaware corporation (the "**Company**").

### RECITALS

WHEREAS, Company, certain of Company's affiliates, Original Agent and the Lenders party thereto are parties to a certain Amended and Restated Credit Agreement dated as of June 27, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, Company, and Original Agent entered into that certain Trademark Security Agreement dated as of June 27, 2005 and shall simultaneously with the execution of this Assignment of Trademark Security Agreement be reaffirmed pursuant to that certain Master Reaffirmation Agreement dated of even date herewith, and recorded on June 30, 2005 with the United States Patent and Trademark Office at Reel 003114 and Frame 0117 and attached hereto as Exhibit A (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Security Agreement**");

WHEREAS, Original Agent has agreed to assign all of its rights, interests, duties, and obligations under the Trademark Security Agreement to Successor Agent; and

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Original Agent under the Trademark Security Agreement from Original Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Original Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Assignment. Original Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Agent under the Trademark Security Agreement to Successor Agent, and Successor Agent hereby accepts all of Original Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Trademark Security Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Company under the Trademark Security Agreement or any other Loan Document, it being understood and agreed that notwithstanding this Assignment, all of the obligations of Company under the Loan Documents shall be and remain enforceable by Successor Agent, as Agent under

the Credit Agreement and Trademark Security Agreement, or by its successors and assigns against Company.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

**ANTARES CAPITAL CORPORATION,**  
as Original Agent

By: Karen M. Dahlquist  
Name: Karen M. Dahlquist  
Title: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL  
CORPORATION,** as Successor Agent

By: Karen M. Dahlquist  
Name: Karen M. Dahlquist  
Title: Duly Authorized Signatory

**TECHNOLOGY FLAVORS &  
FRAGRANCES, INC.,** a Delaware  
corporation, as Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement Assignment- TFF (6/27/05)

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

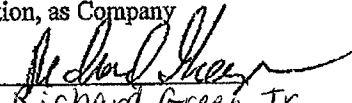
**ANTARES CAPITAL CORPORATION,**  
as Original Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL  
CORPORATION,** as Successor Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

**TECHNOLOGY FLAVORS &  
FRAGRANCES, INC.,** a Delaware  
corporation, as Company

By:   
Name: Richard Green, Jr.  
Title: Senior Vice President

Trademark Security Agreement Assignment- TFF (6/27/05)

**EXHIBIT A**

See attached.

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

06/30/2005  
 900027562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technology Flavors & Fragrances, Inc.		06/27/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1794553	TFF	
Registration Number:	1949171	TFF	
Registration Number:	1599099	AROMAGLOBE	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$90.00 1794553



Signature:	/pja/
Date:	06/30/2005
Total Attachments: 5 source=334922#page1.tif source=334922#page2.tif source=334922#page3.tif source=334922#page4.tif source=334922#page5.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings ☐ ☐ ☐

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):  
Technology Flavors & Fragrances, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State DE  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: June 27, 2005

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, as agent  
Internal \_\_\_\_\_

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_

- ☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration

1794553, 1949171 and 1599099

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

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

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and registrations

**3**

7. Total fee (37 CFR 3.41) \$ 90.00

- ☐ Enclosed  
☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Terese M. Scholl  
Name of Person

*Terese M. Scholl*  
Signature

06/28/05

Date

**5**

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 004436 FRAME: 0419

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2005, is between **TECHNOLOGY FLAVORS & FRAGRANCES, INC.**, a Delaware corporation (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "**Grantee**") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark licenses listed on Schedule I annexed hereto;

**WHEREAS**, Grantor (as successor by merger to FFG Merger Corporation) and certain of its Affiliates (the "**Borrowers**"), have entered into that certain Amended and Restated Credit Agreement dated as of June 27, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrowers, Antares Capital Corporation, as agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), and as a Lender, and the other Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Lenders; and

**WHEREAS**, pursuant to the terms of that certain Borrower Security Agreement dated as of May 13, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the "**Debtors**" party thereto, Grantee and, by joinder Grantor, Grantor has granted to Grantee for the benefit of Agent and Lenders 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 "**Liabilities**" (as defined in the Security 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 I 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 I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I 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.

[Remainder of page intentionally left blank; signature page follows.]

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**TECHNOLOGY FLAVORS &  
FRAGRANCES INC.**, a Delaware  
corporation

By: Richard Green, Jr.

Name: Richard Green, Jr.

Title: Vice President

**TRADEMARK SECURITY AGREEMENT SCHEDULES**

**Schedule I  
to Trademark  
Security Agreement**

**U.S. TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
TFF	1794553	1993-09-28
TFF	1949171	1996-01-16
AROMAGLOBE and Design	1599099	1990-06-05

**FOREIGN TRADEMARK REGISTRATIONS**

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
TFF	Australia	658124	1995-04-11
TFF	Chile	597543	2001-06-13
TFF	Colombia	257669	2002-05-31
TFF	Colombia	258273	2002-12-17
TFF	Mexico	494740	1998-07-12
TFF	Mexico	569996	1995-05-08
TFF	South Korea	336910	1998-04-10

**U.S. TRADEMARK APPLICATIONS**

None.

**FOREIGN TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.