

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Balchem Corporation		01/17/2011	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPI Pharma, Inc.		
<b>Street Address:</b>	Carr Road		
<b>Internal Address:</b>	Rockwood Office Park, Suite 210		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19809		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3556375	VITASMOOTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)498-7708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	302-651-7708		
<b>Email:</b>	trademarks@rff.com		
<b>Correspondent Name:</b>	Tara J. Hoffner, Esquire		
<b>Address Line 1:</b>	920 N. King Street		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19801		
<b>ATTORNEY DOCKET NUMBER:</b>	169776		
<b>NAME OF SUBMITTER:</b>	Tara J. Hoffner, Esquire		
<b>Signature:</b>	/Tara J. Hoffner/		

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**900182588**

**TRADEMARK  
 REEL: 004463 FRAME: 0728**

Date:

01/28/2011

**Total Attachments: 5**

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of January [ ], 2011, is by and among **BALCHEM CORPORATION**, a Maryland corporation, having a principal place of business at 52 Sunrise Park Road, New Hampton, New York 10958 (the "Assignor"), and **SPI PHARMA, INC.**, a Delaware Corporation, having a principal place of business at Rockwood Office Park, Suite 210, Carr Rd. Wilmington, Delaware 19809 ("Assignee;" and together with the Assignor, the "Parties," and each individually as a "Party").

WHEREAS:

- A. The Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of December 15, 2010 between Assignor and Assignee (as amended, the "Asset Purchase Agreement").
- B. Assignor is the owner of the marks identified on the attached Schedule A (the "Marks") and the goodwill of the business associated with the Marks. Assignor desires to assign all of its right, title, and interest in and to the Marks, along with the associated goodwill and the portion of the business to which the Marks pertain, to Assignee.
- C. Assignee desires to acquire all of the Assignor's right, title and interest in and to the Marks, the associated goodwill of the Marks, and the portion of the business to which the Marks pertain, in the United States or any foreign country.

NOW, THEREFORE, the Parties agree as follows:

ASSIGNMENT

- 1.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Marks, the associated goodwill, and the portion of the business to which the Marks pertain, any and all rights to enforce the Marks and collect for past or future infringement thereof, and all rights to claim priority based thereon, and Assignee accepts such assignment.
- 1.2 The Assignor agrees, at the request of Assignee, to cooperate with Assignee in executing or causing to be executed further documentation provided by Assignee as may be required to secure to Assignee the rights hereby transferred.
- 1.3 This Assignment may be executed in any number of counterparts and the Parties may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall be binding when one or more counterparts taken together shall have been executed and delivered by the Parties.

## MISCELLANEOUS

- 2.1 This Assignment is expressly made subject to the terms and provisions of the Asset Purchase Agreement. The delivery of this Assignment shall not affect, enlarge, diminish, or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or other provisions of the Asset Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, limitations, terms and provisions contained in the Asset Purchase Agreement shall survive, or terminate upon, the delivery of this Assignment to the extent, and in the manner, set forth in the Asset Purchase Agreement. To the extent that any provision of this Assignment conflicts, or is inconsistent, with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.
- 2.2 No modification hereto shall be of any force or effect unless it is made in writing, signed by the Parties and expressly referred to as being a modification of this Assignment.
- 2.3 This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
- 2.5 Other than the provisions set forth in the Asset Purchase Agreement, this Assignment, together with the Schedule A, embodies the entire understanding between the Assignors and Assignee, and there are no contracts, understandings or conditions, oral or written, with reference to the subject matter hereof which are not merged herein.
- 2.6 This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Assignment on the date stated below.

BALCHEM CORPORATION

By: [Signature]  
Name: Dino A. Rossi  
Title: President & CEO  
Date: JAN. 13, 2011



STATE OF NEW YORK )  
 ) ss.  
COUNTY OF ORANGE )

BE IT KNOWN, that on this 13<sup>TH</sup> day of JANUARY, 2011, before me personally came DINO A. ROSSI to me known to be the PRES & CEO of BALCHEM CORPORATION and who executed the foregoing assignment, and he acknowledged to me that he executed the same as his free act and deed for the use and purposes therein mentioned.

[Signature]  
Notary Public

**MATTHEW D. HOUSTON**  
Notary Public, State of New York  
No. 02HO6123664  
Qualified in Orange County  
Commission Expires March 14, 2013



SCHEDULE A

<u>Trademark</u>	<u>Owner</u>	<u>Application or Registration No.</u>	<u>Jurisdiction</u>
VITASMOOTH	Balchem Corporation	Reg. No. 3,556,375	US