

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fona International, Inc.	FORMERLY Flavors of North America, Incorporated	09/30/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	9550 W. Higgins Road		
Internal Address:	8th Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3212738	FLAVOR RADAR	
Registration Number:	3313787	CONFECTION FLAVOR 201	
Registration Number:	3248436	FONA RAPID REFILL	
Registration Number:	3176383	SAVORY FLAVOR 201	
Registration Number:	3358236	FLAVOR INSTITUTE OF TECHNOLOGY	
Registration Number:	3263518	FLAVOR UNIVERSITY	
Registration Number:	3115323	FONA INTERNATIONAL	
Registration Number:	3137134	FONA	
Registration Number:	3248299	TASTE OF FLAVOUR SCIENCE	
Registration Number:	3169782	TASTE OF FLAVOUR SCIENCE	
Registration Number:	3794438	GRAIN FLAVOR 201	
Registration Number:	3743149	HD TASTE	
Serial Number:	77581871	HD FLAVOR	

CH \$715.00 3212738

900185886

TRADEMARK
REEL: 004493 FRAME: 0079

Registration Number:	3472133	THE FLAVOR FORMULA
Registration Number:	3424928	THE TOP 10 CHALLENGES OF FLAVOR
Registration Number:	3323709	FONA CENTER
Registration Number:	3323652	FLAVORS FOR EXPERTS, FROM EXPERTS.
Registration Number:	3316456	BEVERAGE FLAVOR 201
Registration Number:	3055890	FLAVORPARTNERS
Registration Number:	2900390	K.I.D. COUNCIL
Registration Number:	2932346	K.I.D NETWORK
Registration Number:	2668354	FLAVORS OF NORTH AMERICA
Registration Number:	2532201	
Registration Number:	2638828	TASTE SUCCESS
Registration Number:	2648430	F.O.N.A.
Registration Number:	2390444	SAVORYWORKS
Registration Number:	2715959	FLAVORWORKS
Registration Number:	2055459	FLAVOR 101

CORRESPONDENCE DATA

Fax Number: (312)627-2302
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 627-2482
 Email: smckeon@dykema.com
 Correspondent Name: Gary Segal
 Address Line 1: 10 South Wacker Drive
 Address Line 2: Suite 2300
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	104069.0008
NAME OF SUBMITTER:	Gary Segal
Signature:	/Gary Segal/
Date:	03/08/2011

Total Attachments: 8

source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page1.tif
 source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page2.tif
 source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page3.tif
 source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page4.tif
 source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page5.tif
 source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page6.tif
 source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page7.tif
 source=Second Amendment to Trademark Collateral Assignment and Security Agreement#page8.tif

TRADEMARK

REEL: 004493 FRAME: 0080

**SECOND AMENDMENT
TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

This Second Amendment to Trademark Collateral Assignment and Security Agreement (this "Amendment") is dated as of September 30, 2010, and is by and between FONA INTERNATIONAL INC., an Illinois corporation and formerly known as Flavors of North America, Incorporated ("Assignor"), and COLE TAYLOR BANK, an Illinois banking corporation (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, Assignor and Lender are parties to that certain Amended and Restated Loan and Security Agreement dated as of October 28, 2005 (as amended, modified and supplemented from time to time, the "Existing Loan Agreement") under which the Lender has made available to Assignor a revolving credit facility and term loans upon the terms and conditions set forth therein;

WHEREAS, Assignor and Lender are parties to that certain Trademark Collateral Assignment and Security Agreement dated as of July 17, 2002 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Trademark Agreement"), pursuant to which Assignor granted Lender a security interest in all of Assignor's right, title and interest in the trademark applications and trademarks described on Schedule A thereto;

WHEREAS, the parties desire to amend and restate the Existing Loan Agreement, and other related documents (but specifically excluding the Trademark Agreement) in their entirety as that certain Second Amended and Restated Loan and Security Agreement by and among Lender, Assignor and Randy Road Building, L.L.C., an Illinois limited liability company, dated as of the date hereof (the "Amended Loan Agreement") and the Notes thereto; and

WHEREAS, one of the conditions precedent to the closing of the transactions contemplated by the Amended Loan Agreement is the execution and delivery of this Amendment by Assignor.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein are used with the meanings given such terms in the Trademark Agreement.

2. **Amendments.** The Trademark Agreement is amended as follows:

(a) Any reference to the Loan Agreement contained in the Trademark Agreement shall be deemed to refer to the Amended Loan Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time and in effect.

(b) by replacing Schedule A of the Trademark Agreement with the replacement Schedule A attached to this Amendment.

(c) The following new Section shall be added as Section 24 of the Trademark Agreement:

"24. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To the Lender: Cole Taylor Bank
225 W. Washington Street
Chicago, Illinois 60606
Attn: Christopher Foltman

with a copy to: DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attention: Gary P. Segal

To Assignor: c/o FONA International, Inc.
1900 Averill Road
Geneva, Illinois 60134
Attn: President and Chief Financial Officer

With copy to Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601
Attn: Guy E. Snyder

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received."

3. **Reaffirmation.** Assignor hereby reaffirms that it has granted, assigned, conveyed, transferred, delivered and granted to Lender, a first lien on and first security interest in the Trademarks, and agrees that it shall continue to be bound by all of the terms, conditions, duties, obligations, undertakings, indemnities, covenants, representations and warranties contained in the Trademark Agreement.

4. **Representation and Warranties.** To induce Lender to enter into this Amendment, Assignor hereby represents and warrants to Lender that:

(a) the representations and warranties made by Assignor in the Trademark Agreement are true and correct in all material respects on and as of the date hereof, before and after giving effect to the effectiveness of this Amendment, as if made on and as of the date hereof, other than those that relate to an earlier or specific date.

(b) Assignor has the corporate power and authority, and the legal right, to make and deliver this Amendment and to perform all of its obligations under the Trademark Agreement, as amended by this Amendment, and has taken all necessary corporate action to authorize the execution and delivery of this Amendment and the performance of the Trademark Agreement, as so amended.

(c) When executed and delivered, this Amendment and the Trademark Agreement, as amended by this Amendment, will constitute legal, valid and binding obligations of Assignor, enforceable against it, in accordance with its terms, except as affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

5. Miscellaneous.

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document.

(b) This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

(d) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(e) From and after the date of execution of this Amendment, any reference to the Trademark Agreement contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

(f) Except as expressly set forth herein, nothing in this Amendment is intended to or shall be deemed to have amended the Trademark Agreement, which is

hereby reaffirmed in all respects. Notwithstanding anything contained herein, the terms of this Amendment are not intended to and do not serve to effect a novation of the Trademark Agreement.

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

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

ASSIGNOR:

FONA INTERNATIONAL INC., an Illinois
corporation

By: 

Joseph J. Slawek, President

LENDER:

COLE TAYLOR BANK, an Illinois banking
corporation

By: _____

Christopher J. Foltman, Senior Vice President

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.


ASSIGNOR:

FONA INTERNATIONAL INC., an Illinois corporation

By: _____
Joseph J. Slawek, President

LENDER:

COLE TAYLOR BANK, an Illinois banking corporation

By:  _____
Christopher J. Foltman, Senior Vice President

Schedule A

Trademarks owned by Fona International Inc.

Serial Number	Reg. Number	Date Applied or Registered	Word Mark
78-781158	3,212,738	2/27/2007	FLAVOR RADAR
78-671308	3,313,787	10/16/2007	CONFECTION FLAVOR 201
78-665371	3,248,436	5/29/2007	FONA RAPID REFILL
78-658216	3,176,383	11/28/2006	SAVORY FLAVOR 201
78-623256	3,358,236	12/18/2007	FLAVOR INSTITUTE OF TECHNOLOGY
78-623223	3,263,518	7/10/2007	FLAVOR UNIVERSITY
78-571671	3,115,323	7/11/2006	FONA INTERNATIONAL
78-571660	3,137,134	8/29/2006	FONA
78-558325	3,248,299	5/29/2007	TASTE OF FLAVOUR SCIENCE
78-558302	3,169,782	11/7/2006	TASTE OF FLAVOUR SCIENCE
77-678385	3,794,438	5/25/2010	GRAIN FLAVOR 201
77-581881	3,743,149	1/26/2010	HD TASTE
77-581871		9/30/20080	HD FLAVOR
77-374054	3,472,133	7/22/2008	THE FLAVOR FORMULA
77-343242	3,424,928	5/6/2008	THE TOP 10 CHALLENGES OF FLAVOR (Supplemental Register)
77-136655	3,323,709	10/30/2007	FONA CENTER
77-122956	3,323,652	10/30/2007	FLAVORS FOR EXPERTS, FROM EXPERTS
77-096687	3,316,456	10/23/2007	BEVERAGE FLAVOR 201
76-510737	3,055,890	1/31/2006	FLAVORPARTNERS
76-481381	2,900,390	11/2/2004	K.I.D. COUNCIL

Serial Number	Reg. Number	Date Applied or Registered	Word Mark
76-481380	2,932,346	3/15/2005	K.I.D. NETWORK
76-290737	2,668,354	12/31/2002	FLAVORS OF NORTH AMERICA
76-290243	2,532,201	1/22/2002	Picture logo: 3 drops
76-267692	2,638,828	9/15/2002	TASTE SUCCESS
76-209507	2,648,430	11/12/2002	F.O.N.A.
75-638822	2,390,444	9/26/2000	SAVORYWORKS
75-637552	2,715,959	5/13/2003	FLAVORWORKS
75-125790	2,055,459	4/22/1997	FLAVOR 101