# OP \$65.00 852374

#### 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: 2

Property Type	Number	Word Mark
Serial Number:	85237499	FLEURESIN
Serial Number:	77225937	TRILOGY

#### **CORRESPONDENCE DATA**

Fax Number: (212)299-6716

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-837-6716

Email: aguilar@hugheshubbard.com

Correspondent Name: Obed Aguilar

Address Line 1: Hughes Hubbard & Reed LLP
Address Line 2: One Battery Park Plaza

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	000593.00035	
NAME OF SUBMITTER:	Obed Aguilar	
Signature:	/Obed Aguilar/	TRADEMARK

900189735 REEL: 004525 FRAME: 0046

Date:	04/19/2011
Total Attachments: 43	
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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

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, Pexecuted and delivered an Intellectual Property Security Agreement, dated as of November 23,2009, (the "Existing Intellectual Property Security Agreement") and granted a security meters in all of its right, title and interest in and to all of the Intellectual Property Collateral in for the benefit of the Secured Party, as contemplated thereby;

WHEREAS, pursuant to the terms of a Loan and Security Agreement, dated as of specific property. Trilogy Spice Existing Loan Agreement") between Trilogy Spice Extracts Inc., a sporation organized under the laws of the State of Delaware ("Trilogy Spice"), and the laws of the Secured Party, Trilogy Spice borrowed funds from the Secured Party, of which an aggregate of late, 164,000 (the "Trilogy Spice Existing Loans") remains outstanding;

WHEREAS, Trilogy Spice and the Secured Party have agreed to amend and security Agreement dated the same date as this Agreement (as amended, supplemented the supplemented in the form of an Amended and Restated the same date as this Agreement (as amended, supplemented in the supplemented

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

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October 31, 2008 (the" <u>Trilogy Flavors 2008 Loan Agreement</u>"; collectively, with the Trilogy Flavors 2007 Loan Agreement, the "<u>Trilogy Flavors Existing Loan Agreements</u>") between Inlogy Flavors Inc., a corporation organized under the laws of Delaware ("<u>Trilogy Flavors</u>"; collectively with Citrus and Trilogy Spice, the "<u>Borrowers</u>"), and the Secured Party, Trilogy Plavors borrowed funds from the Secured Party, of which an aggregate of \$3,250,000 (the <u>Trilogy Flavors Existing Loans</u>") 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 Ioan Agreement and to make the loans contemplated thereby and other extensions of credit invaliable to Trilogy Spice and Trilogy Flavors respectively thereunder, IP hereby agrees as follows:

SECTION 1. <u>Certain Definitions</u>. In addition to the terms defined in the recitals hereto and in the Citrus Loan Agreement, the following terms shall have the following terms 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 sal 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 systems 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 atterest are listed on Schedule A attached hereto and made a part hereof. IP hereby further grants in 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 anyments 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 are future infringements of the Patents.
- Security Interest in Trademarks. To secure the full and prompt wment and performance when due (whether at stated maturity, by acceleration or otherwise) of lof the Obligations, IP hereby grants to the Secured Party, a valid security interest in all of its ight, title and interest in the United States and throughout the world in, to and under all of its www.owned and hereafter acquired trademarks, service marks and trade names, and all similar signations of source or origin (whether or not such name is the subject of a registration or an plication therefor), and all registrations and applications to register the same, and all renewals bereof, and the goodwill of the business relating thereto, and all proceeds thereof (hereinafter **electively** referred to as the "Trademarks"). All trademark registrations and all currently rading trademark applications in which IP has an ownership interest and all foreign trademark strations and all currently pending trademark applications in which IP has an ownership Micrest, are listed on Schedule B attached hereto and made a part hereof. IP hereby further Fants to the Secured Party, a valid security interest in all of its right, title and interest in and to wall proceeds, income, royalties, damages and payments now and hereafter due and payable sider or in respect of all Trademarks and (ii) all rights during the term of this Agreement to sue, allect and retain for the Secured Party's benefit damages and payments for past or future of the Trademarks.
- (c) <u>Security Interest in Copyrights</u>. To secure the full and prompt ment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, IP hereby grants to the Secured Party, a valid security interest in all of its title and interest in the United States and throughout the world in, to and under all of its owned and hereafter acquired copyrights, and all registrations and applications to register ame, all renewals thereof, any written agreement, naming IP as licensor or licensee, granting 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, cales 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 Trademarks, the Copyrights and all other assets described above, the "Intellectual Property Collateral").
- Certain Exclusions from Grant of Security Interests. Anything in this (e) 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 bereafter held by IP as licensee or otherwise, solely in the event and to the extent that (i) as the **Foximate** result of the foregoing grant of security interests, IP's rights in or with respect to such from 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, dolated, or defaulted the underlying license or other agreement that governs such item of ratents, 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 opyrights, as the case may be, (ii) any such restriction shall be effective and enforceable under opplicable 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 revented by IP using its reasonable efforts (but without any obligation to make any material penditures 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, Itademarks 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 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) <u>Title</u>. 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) <u>No Other Liens</u>. 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) <u>No Previous Transfers</u>. IP has made no previous assignment, transfer transfer transfer in conflict herewith or constituting a present or future assignment, transfer, or the transfer 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 life in any public office, any such financing statement or other document or instruments, except inancing statements filed or to be filed in favor of the Secured Party and except for the grant of any license permitted hereunder.
- (e) <u>Information</u>. 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 smellectual Property Collateral consisting of applications for Patents and for registrations of Indemarks 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.
- ndicating 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

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recute and deliver to the Secured Party all documents necessary or appropriate to perfect a first prority security interest in such patent, trademark or copyright application or such patent or memark 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 ist priority lien or security interest granted hereunder to be recorded in the PTO with respect to Il United States patent applications filed by it or patents issued to or acquired by it during the rior calendar quarter or preceding period, as the case may be, and with respect to all trademark implications filed by it or trademark registrations issued to or acquired by it during the prior mendar quarter, and IP shall quarterly, or more frequently as the Secured Party shall reasonably equest, cause instruments sufficient to perfect, protect or establish the first priority lien or ecurity 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 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 s 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) <u>Litigation and Claims</u>. 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 tonduct.

- (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.
- (1) <u>No Licenses</u>. 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) <u>Abandonment</u>. 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) <u>Income and Royalties</u>. 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) <u>Further Assurances</u>. 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) <u>Perfection</u>. 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>U.S. Patents</u>") and in the United States trademark registrations and applications (the "<u>U.S. Trademarks</u>"), 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; <u>provided</u>, <u>however</u>, 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. <u>Indemnity</u>. 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.
- 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 ("<u>Proceeds</u>") received by the Secured Party in lespect 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.
- 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 and the Agreement or under the other Loan Documents or now or hereafter existing at law or inequity, 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. <u>Application of Payments</u>. 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 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 policable 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) <u>Notices</u>. All notices and correspondence shall be in writing and given 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) <u>Headings</u>. 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) <u>Severability</u>. 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.
- 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.
- 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) <u>Survival of Provisions</u>. 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) <u>Secured Party May Perform</u>. 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.
- No Duty on Secured Party. The powers conferred on the Secured (i) 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) <u>Delays; Partial Exercise of Remedies</u>. 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 temedy.
- (I) 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 OTHER WISE, 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) <u>SUBMISSION TO JURISDICTION</u>. 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

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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.

Name: Michael (Pages Title: Trong

Signature Page to Amended and Restated IP Security Agreement

### Schedule A

<u>Patents</u>

None

## Trademarks and Trademark Applications

See attached

Wednesday, February 09, 201	1	Tradamark Li	ct hy Annlicant	Page: I
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Applicant: C&Al C&				
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Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
C COLOR LOGO	C&AI-15344/0014/	78/905,993		3,324,344	Registered
	United States of America	12-Jun-2006	14-Aug-2007	30-Oct-2007	30-Oct-2017
	Class(es): 01 Int., 03 Int., 30 Int.		Attorn	ey(s): ZIP	
Agent Name:		Agent Ref:			
Client: C & A IP INC.			Clien	t Ref:	

Goods: 01 Int.: IN CLASS 01:

AROMATIC CHEMICALS FOR USE IN THE MANUFACTURE OF FOOD, FOOD FLAVORINGS AND FRAGRANCE; OLEORESINS FOR USE AS ADDITIVES ON SALTS, SUGARS, AND STARCHES AS A CARRIER FOR THE FURTHER MANUFACTURE OF FOODSTUFFS; SPRAY DRIED OLEORESINS; FRAGRANCES FOR USE IN THE MANUFACTURE OF PERFUMES, COSMETICS, CANDLES, AIR FRESHENERS, SOAPS, ADVERTISING FLYERS, AEROSOL SPRAYS, SOLVENTS AND CLEANERS

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; SPRAY DRIED ESSENTIAL OILS; EMULSIONS OF ESSENTIAL OILS USED AS FOOD FLAVORINGS AND 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 AS ADDITIVES ON SUGAR, SALT, AND STARCHES AS CARRIERS FOR THE FURTHER MANUFACTURE OF FOODSTUFFS

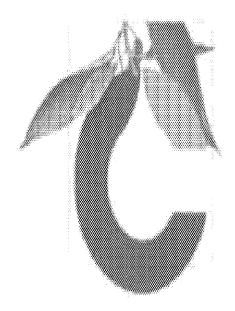
#### Available Images:

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Wednesday, February 09; 2011  Applicant: C&A1 C & A IP INC.	Trademark List	by Applicant			Page: 2
	Docket Number/Subcase	Application	Publication	Registration	Status

Number/Date



**Country Name** 

Trademark

TRADEMARK REEL: 004525 FRAME: 0066

Number/Date

Next Renewal

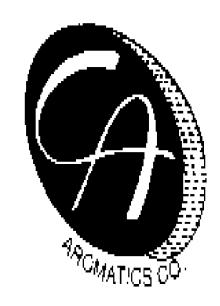
Number/Date

Wednesday, February 09, 2011	Trademark Li	Page: 3			
Applicant: C&Al C & A IP INC.					
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CA AROMATICS CO. & DESIGN	C&AI-15344/0007/	75/819,382		2,465,144	Registered
	United States of America	12-Oct-1999	10-Apr-2001	03-Jul-2001	03-Jul-2011
C	Class(es): 01 Int.	Attorney(s): ZIP			
Agen	nt Name:	Agent Ref:			
	Client: C & A IP INC.		Clien	nt Ref: CAHO	
	Goods: 01 Int.: Class: 1 AROMATIC CHEMICALS INDUSTRIES	FOR USE IN THE FO	OOD, FLAVOR AND F	RAGRANCE	

#### Available Images:

#### CA AROMATICS CO

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**TRADEMARK REEL: 004525 FRAME: 0067** 

Wednesday, February 09, 2011	Trademark L	ist by Applicant			Page: 4
Applicant: C&AI C & A IP INC.					
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CA-2-4-1	C&AI-15344/0011/	78/183,974		2,949,772	Registered
	United States of America	12-Nov-2002	11-May-2004	10-May-2005	10-May-2015
CI	ass(es): 03 Int.		Attori	ney(s): ZIP	
Agent	Name:		Agei	ıt Ref:	
	Client: C & A IP INC.		Clier	ıt Ref:	
	Goods: 03 Int.: CLASS : IN 3 ESSENTIAL OILS USED I	N THE MANUFACTU	JRE OF FRAGRANCE	S.	
CITRUS AND ALLIED	C&AI-15344/0009/	78/906,673		3,909,381	Registered
	United States of America	13-Jun-2006	14-Aug-2007	18-Jan-2011	18-Jan-2021
CI	ass(es): 01 Int., 03 Int., 30 Int.		Attori	ney(s): ZIP	
Agent	nt Name:		Agent Ref:		
	Client: C & A IP INC.	nt: C & A IP INC. Client Ref:			
	Goods: 01 Int.: IN CLASS 01: AROMATIC CHEMICALS FLAVORINGS AND FRAC 03 Int.: CLASS: IN 3 ESSENTIAL OILS NAMEI FLAVORING AND INDUS ESSENTIAL OILS; ESSEN FRAGRANCES; ESSENTI ESSENTIAL OIL EXTRAC 30 Int.: IN CLASS 30: FOOD FLAVORINGS	GRANCE LY CITRUS OILS, SPI STRIAL USE; FOOD F TIAL OILS USED IN AL OIL EXTRACTS U	CE OILS AND MINT LAVORINGS PREPA THE MANUFACTUR JSED AS FOOD FLAV	OILS FOR FOOD RED FROM E OF 'ORING;	

Wednesday, February 09, 2011	Trademark L	ist by Applicant			Page: 5
Applicant: C&A1 C & A IP INC.					
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED ESSENCES LTD.	C&AI-15344/0006/	75/819,381		2,421,045	Registered
	United States of America	12-Oct-1999	24-Oct-2000	16-Jan-2001	16-Jan-2021
C	lass(es): 03 Int.		Attorn	ey(s): ZIP	
Agen	t Name:		Agen	t Ref:	
	Client: C & A IP INC.		Clien	t Ref:	
	Goods: 03 Int.: Class : 3 ESSENTIAL OILS,NAMER FLAVORING AND INDUS		ICE OILS AND MINT	OILS FOR FOOD	
COLORSHIELD	C&AI-15344/0010/	78/183,984		2,885,132	Registered
	United States of America	12-Nov-2002	20-Jan-2004	14-Sep-2004	14-Sep-2014
C	lass(es): 30 Int.		Attorn	ey(s): ZIP	
Agen	t Name:		Agen	t Ref:	
	Client: C & A IP INC.		Clien	t Ref:	
	Goods: 30 Int.: CLASS: 30 SPICE EXTRACTIVE OF I FOOD.	PAPRIKA AND TUMI	ERIC FOR USE AS A C	COLORING FOR	
FLAVORSHIELD	C&AI-15344/0013/	78/237,574		3,018,455	Registered
	United States of America	14-Apr-2003	27-Apr-2004	22-Nov-2005	22-Nov-2015
C	lass(es): 30 Int.		•	ey(s): ZIP	
	t Name:			et Ref:	
U	Client: C & A IP INC.		· ·	t Ref:	
	Goods: 30 Int.: CLASS: IN 30 SPICE EXTRACTIVES FO SEASONING.	R USE AS AN INGRE	EDIENT IN A FOOD FI	LAVORING OR	

Wednesday, February 09, 2011		Trademark L	ist by Applicant			Page: 6
Applicant: C&AI C & A IP INC.						
Trademark		Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
FLEURESIN		C&AI-15344/0030/	85/237,499			Pending
		United States of America	09-Feb-2011			
	Class(es):	01 Int., 02 Int.		Attorno	ey(s): ZIP	
	Agent Name:			Ageni	t Ref:	
	Client:	C & A IP INC.		Client	t Ref:	
		FRAGRANCES; A FAMIL FRAGRANCES 02 Int.: IN CLASS 02: FAMILY OF NATURAL R				
SPICESSENCE		C&AI-15344/0012/	78/184,044		2,874,289	Registered
		United States of America	12-Nov-2002	25-May-2004	17-Aug-2004	17-Aug-2014
	Class(es):	03 Int.		Attorno	ey(s): ZIP	
	Agent Name:			Ageni	t Ref:	
	Client:	C & A IP INC.		Client	t Ref:	
		03 Int.: CLASS : 3 ESSENTIAL OILS FOR FO	OOD FLAVORING.			
		CLASS: 30 SPICE AND OTHER FLAV	OR EXTRACTIVES	FOR USE AS A SEASO	NING FOR FOOD.	

Wednesday, February 09, 2011	Trademark Li	st by Applicant			Page: 7
Applicant: C&A1 C & A IP INC.					
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
TRILOGY	C&AI-15344/0027/	1512706			Pending
	Canada	26-Jan-2011			
Class(es)	: N/A		Attorn	ey(s): ZIP BOL	
Agent Name	: OSLER, HOSKIN & HARCOU	JRT LLP	Agen	at Ref: 1127670	
Client	; C & A IP INC.		-	t Ref:	
Goods:	AROMATIC CHEMICALS CHEMICALS FOR USE IN NATURAL RESINS FOR U CHEMICALS FOR USE IN RAW NATURAL RESINS; AND MINT OILS FOR FOO FLAVORINGS PREPAREL USED AS FOOD FLAVOR ESSENTIAL OILS USED A BEVERAGES AND FOOD EXTRACTS OF BLACK PI CELERY, FOR USE AS AN DISPERSED SPICE EXTRA BLACK PEPPERS, CAPSIC ADDITIVES ON SUGAR, S MANUFACTURE OF FOO	THE FOOD, FLAVORING ISE IN FOODS AND F FOOD, FLAVORING ESSENTIAL OILS, N DO FLAVORING AND FROM ESSENTIAL ING; SPRAY DRIED I AS FOOD FLAVORING S; FOOD FLAVORING EPPERS, CAPSICUM, N INGREDIENT IN FOR ACTS ON FOOD CAR CUM, PAPRIKA GAR SALT, AND STARCH	RING AND FRAGRANGRANGES; ARON AND FRAGRANCE I AMELY, CITRUS OIL D INDUSTRIAL USE; OILS; ESSENTIAL OI ESSENTIAL OILS; EN G AND CLOUDING A GS, SPICE EXTRACTS PAPRIKA, GARLIC, O POD FLAVORINGS A RIERS, NAMELY, EX LIC, ONION, CELERY	NCE INDUSTRIES; MATIC NDUSTRIES; S, SPICE OILS FOOD L EXTRACTS MULSIONS OF GENTS FOR S NAMELY, ONION AND N SEASONINGS; TRACTS OF	

Wednesday, February 09, 2011	Trademark Lis	st by Applicant			Page: 8
Applicant: C&AI C & A IP INC.					
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
TRILOGY	C&AI-15344/0025/	9684432			Pending
	European Community	25-Jan-2011			
Class(es)	2 01 Int., 02 Int., 03 Int., 30 Int.		Attorno	ey(s): ZIP BOL	
Agent Name	: STUDIO TORTA		Agent	Ref:	
Client	t: C & A IP INC.		Client	Ref:	
Goods	2 O1 Int.: IN CLASS 01: AROMATIC CHEMICALS IN CHEMICALS FOR USE IN 202 Int.: IN CLASS 02: NATURAL RESINS FOR USE IN 12 CHEMICALS FOR USE IN 13 RAW NATURAL RESINS 03 Int.: IN CLASS 03: ESSENTIAL OILS, NAMEL FLAVORING AND INDUSTED ESSENTIAL OILS; ESSENTIAL OILS; IFLAVORING AND CLOUD 30 Int.: IN CLASS 30: FOOD FLAVORINGS, SPIC CAPSICUM, PAPRIKA, GAINGREDIENT IN FOOD FLEXTRACTS ON FOOD CAFCAPSICUM, PAPRIKA GAISUGAR, SALT, AND STAFMANUFACTURE OF FOOD	THE FOOD, FLAVO SE IN FOODS AND FOOD, FLAVORING Y, CITRUS OILS, SI TRIAL USE; FOOD F TAL OIL EXTRACT EMULSIONS OF ES ING AGENTS FOR E EXTRACTS NAM RLIC, ONION AND AVORINGS AN SEA RRIERS, NAMELY, I RLIC, ONION, CELF RCHES AS CARRIEI	FRAGRANCES; AROMES AND FRAGRANCE IT FRAGRANCE IT FLAVORINGS PREPARTS USED AS FOOD FLAGENTIAL OILS USED AS ENTIAL OILS USED AS ASONINGS; DISPERSE EXTRACTS OF BLACKERY FOR USE AS ADD	CE INDUSTRIES  IATIC NDUSTRIES;  OILS FOR FOOD LED FROM LVORING; SPRAY AS FOOD ODS  BLACK PEPPERS, S AN D SPICE K PEPPERS, ITIVES ON	

Wednesday, February 09, 2011	Trademark Li	st by Applicant			Page: 9
Applicant: C&A1 C & A IP INC.					
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
TRILOGY	C&AI-15344/0026/	301820259			Pending
	Hong Kong	25-Jan-2011			
Class(es,	): 01 Int., 02 Int., 03 Int., 30 Int.		Attori	ney(s): ZIP BOL	
Agent Name	e: DEACONS		Agei	nt Ref:	
Clien	t: C & A IP INC.		Clier	nt Ref:	
	AROMATIC CHEMICALS INDUSTRIES, AROMATIC 02 Int.: IN CLASS 02: NATURAL RESINS 03 Int.: IN CLASS 03: ESSENTIAL OILS, NAME FLAVORING AND INDUS ESSENTIAL OILS; ESSEN DRIED ESSENTIAL OILS; FLAVORING AND CLOUI 30 Int.: IN CLASS 30: FOOD FLAVORINGS, SPIC CAPSICUM, PAPRIKA, GA INGREDIENT IN FOOD FI EXTRACTS ON FOOD CA CAPSICUM, PAPRIKA GA SUGAR, SALT, AND STA MANUFACTURE OF FOO	CCHEMICALS FOR I LY, CITRUS OILS, SE TRIAL USE; FOOD F TIAL OIL EXTRACT EMULSIONS OF ES DING AGENTS FOR I CE EXTRACTS NAM ARLIC, ONION AND LAVORINGS AN SEA RRIERS, NAMELY, I IRLIC, ONION, CELE RCHES AS CARRIEF	FRAGRANCE PURPORT PICE OILS AND MINTELA VORINGS PREPA SUSED AS FOOD FL SENTIAL OILS USED BEVERAGES AND FO CELERY, FOR USE A ASONINGS; DISPERSI EXTRACTS OF BLACERY FOR USE AS ADI	SES  TOILS FOR FOOD RED FROM AVORING; SPRAY AS FOOD OODS  BLACK PEPPERS, S AN ED SPICE EK PEPPERS, DITIVES ON	

Wednesday, February 09, 2011		Trademark Li	st by Applicant			Page: 10
Applicant: C&Al C &	A IPINC.					
Trademark		Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
TRILOGY		C&AI-15344/0003/	77/225,937		3,911,381	Registered
		United States of America	10-Jul-2007	10-Jun-2008	25-Jan-2011	25-Jan-2021
	Class(es):	03 Int., 30 Int.		Attorn	ey(s): ZIP	
	Agent Name:			Agen	t Ref:	
	Client:	C & A IP INC.		Clien	t Ref:	
	Goods:	03 Int.: IN CLASS 03:				
		ESSENTIAL OILS NAMEL	Y CITRUS OILS, SPI	CE OILS AND MINT	OILS FOR FOOD	
		FLAVORING AND INDUS	TRIAL USE; FOOD F	LAVORINGS PREPAI	RED FROM	
		ESSENTIAL OILS; ESSEN	TIAL OIL EXTRACTS	S USED AS FOOD FL	AVORING; SPRAY	
		DRIED ESSENTIAL OILS;	EMULSIONS OF ESS	SENTIAL OILS USED	AS FOOD	
		FLAVORINGS AND CLOU	JDING AGENTS FOR	BEVERAGES AND F	OODS	
		30 Int.: IN CLASS 30:				
		FOOD FLAVORINGS; SPICE	CE EXTRACTS, NAM	ELY, 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 AS ADDITIVES ON SUGAR, SALT, AND STARCHES AS CARRIERS FOR THE FURTHER MANUFACTURE

OF FOODSTUFFS

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L	ı	r.	ю	и	۸	۸	1	ч	a	v	۸	12	ч		g	١	ò	ι	٧	n	e	3	,	ı	J.	١	n	и	r	٧	'n	٠	٧	N	ŭ	ú		ı	k	٧	Ÿ		ı	ч	٠	1	٠	١	х		R١	r.	х	1	٠.	ч	۸

# Trademark List by Applicant

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Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED & C LOGO	C&AI-21163/0017/	300671148		300671148	Registered
	Hong Kong	30-Jun-2006	10-Nov-2006	21-Feb-2007	30-Jun-2016
	Class(es): 01 Int., 02 Int., 03 Int., 30 Int.		Attorn	ey(s): ZIP BOL	
	Agent Name: DEACONS		Agen	<b>t Ref:</b> 76171	
	Client: C & A IP INC.		Clien	t Ref:	

Goods: 01 Int.: IN CLASS 01:

AROMATIC CHEMICLAS FOR USE IN THE FOOD, FLAVORING AND FRGRANCE

**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** 

#### Available Images:

CITRUS AND ALLIED & C Logo

Wednesday, February 09, 2011 Trademark List by Applicant

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Docket Number/Subcase

Trademark

Application

Country Name Number/Date Number/Date Number/Date

TRADEMARK REEL: 004525 FRAME: 0076

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# **Trademark List by Applicant**

Page: 13

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0012/	1306606		787,969	Registered
	Canada	23-Jun-2006	24-Oct-2007	19-Jan-2011	19-Jan-2026
Class(es)	: N/A		Attorne	y(s): ZIP BOL	
Agent Name	: OSLER, HOSKIN & HARCOU	JRT LLP	Agent	Ref:	
Client	: C & A IP INC.		Client	Ref:	

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

#### **Available Images:**

CITRUS AND ALLIED & C Logo

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Wednesday, February 09, 2011 Trademark List by Applicant

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Docket Number/Subcase

Trademark

Country Name Number/Date Number/Date Number/Date

Application

TRADEMARK REEL: 004525 FRAME: 0078

Registration

Status

Next Renewal

Publication

# Trademark List by Applicant

Page: 15

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0015/	5545369		5545369	Registered
	China (People's Republic)	16-Aug-2006		21-Jun-2009	20-Jun-2019
Class	s(es): 30 Int.		Attorno	ey(s): ZIP BOL	
Agent N	Jame: DEACONS		Agent	<b>Ref:</b> 77016	
c	lient: C & A IP INC.		Client	Ref:	

Goods: 30 Int.: CLASS: IN 30

FOOD FLAVORINGS, SPICE EXTRACTS (EXCEPT ETHERIC ESSENCE AND ESSENTIAL OIL); THICKENING AGENTS FOR COOKING FOODSTUFFS; 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

#### **Available Images:**

CITRUS AND ALLIED & C Logo

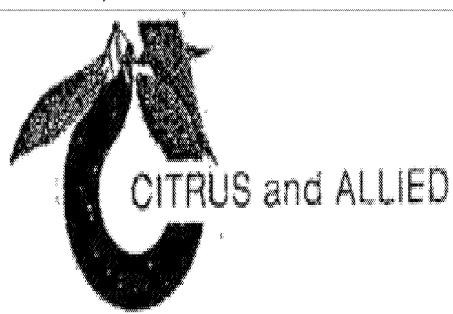
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Wednesday, February 09, 2011 Page: 16 Trademark List by Applicant Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Docket Number/Subcase Trademark **Country Name** 

Application Number/Date Publication Number/Date

Registration Number/Date Status Next Renewal



**TRADEMARK** 

**REEL: 004525 FRAME: 0080** 

# **Trademark List by Applicant**

Page: 17

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0014/	5545368		5545368	Registered
	China (People's Republic)	16-Aug-2006	06-Mar-2010	07-Jun-2010	06-Jun-2020
Class(e	es): 03 Int.		Attorn	ey(s): ZIP BOL	
Agent Nam	ne: DEACONS		Agen	t <b>Ref:</b> 77015	
Clie	nt: C & A IP INC.		Clien	t Ref:	

Goods: 03 Int.: CLASS: IN 3

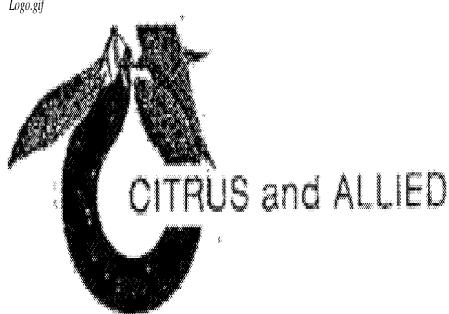
FRAGRANCES; SOAP; CLEANING PREPARATIONS; POLISHING PREPARATIONS; ABRASIVES; COSMETICS; DENTIFRICES; INCENSE; COSMETIC FOR ANIMALS; ESSENTIAL OILS USED IN THE FOOD, FLAVOURING AND FRAGRANCE

INDUSTRIES; FLAVORS USED IN THE FRAGRANCE INDUSTRY; ESSENTIAL OILS USED IN THE MANUFACTURE OF FRAGRANCES; SPRAY DRIED ESSENTIAL OILS; BASES FOR FLOWER PERFUMES; EXTRACTS OF FLOWERS [PERFUMES]; ESSENCE

FOR SOAP; ETHEREAL ESSENCES.

#### Available Images:

#### CITRUS AND ALLIED & C Logo



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Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0022/	6016601		6016601	Registered
	China (People's Republic)	23-Apr-2007	20-Oct-2009	21-Jan-2010	20-Jan-2020
Class(es)	): 01 Int.		Attorno	ey(s): ZIP BOL	
Agent Name	: DEACONS		Agent	<b>Ref:</b> 106983	
Clien	t: C & A IP INC.		Client	Ref:	

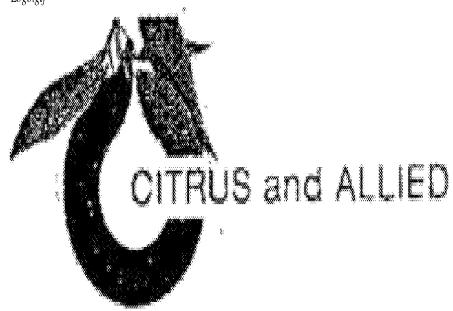
Goods: 01 Int.: CLASS: IN 1

AROMATIC CHEMICALS FOR USE IN FOOD, FLAVORING AND IN FRAGRANCE

INDUSTRIES; AROMATIC CHEMICALS FOR FRAGRANCE PURPOSES.

#### Available Images:

#### CITRUS AND ALLIED & C Logo



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Applicant: CAEL CI					

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0013/	5,545,367		5545367	Registered
	China (People's Republic)	16-Aug-2006	20-Oct-2009	28-Nov-2009	27-Nov-2019
Class(es	) <b>:</b> 02 Int.		Attorn	ey(s): ZIP BOL	
Agent Namo	e: DEACONS		Agen	<b>t Ref:</b> 77011	
Clien	<i>t:</i> C & A IP INC.		Clien	t Ref:	

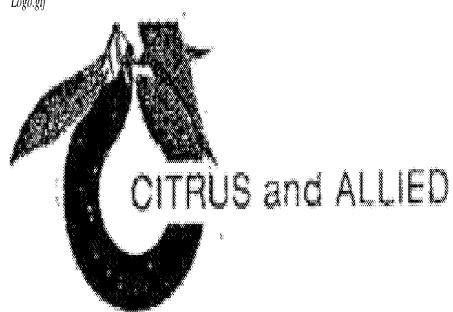
Goods: 02 Int.: CLASS: IN 2

NATURAL RESINS; DYES; COLORANTS; FOOD COLORANTS; PRINITING INKS;

PAINTS: ANTI-CORROSIVE PREPARATIONS

#### Available Images:

#### CITRUS AND ALLIED & C Logo



Wednesday, February 09, 2011

## Trademark List by Applicant

Page: 20

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Trademark	Docket Number/Subcase Country Name	Application Number/Date		Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0016/	5211982		5211982	Registered
	European Community	30-Jun-2006		10-Aug-2007	30-Jun-2016
Class(es	s): 01 Int., 02 Int., 03 Int., 30 Int.		Attorney(s)	; ZIP BOL	
Agent Nam	e: PAGE WHITE & FARRER		Agent Ref	: T/312315.CT/JPC/so	
Clien	at: C & A IP INC.		Client Ref	Ç.	

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, FLAVOURING AND IN FRAGRANCE INDUSTRIES;

RAW NATURAL RESINS.

03 Int.: CLASS: IN 3

ESSENTIAL OILS, INCLUDING CITRUS OILS, SPICE OILS AND MINT OILS FOR FOOD FLAVOURING 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 FLAVOURING, OR IN SEASONING; EMULSIONS USED A FLAVOURINGS AND/OR CLOUDING AGENTS; FOOD FLAVOURINGS PREPARED FROM ESSENTIAL OILS; EXTRACTS USED AS FLAVOURING; 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.

#### Available Images:

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Wednesday, February 09, 2011 Trademark List by Applicant Page: 21
Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Docket Number/Subcase

**Country Name** 

Trademark

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Application

Number/Date

Publication

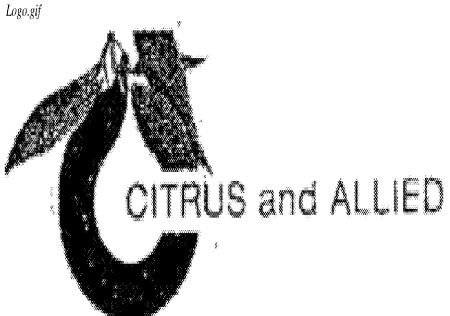
Number/Date

Registration

Number/Date

Status

Next Renewal



Wednesday, February 09, 2011

# **Trademark List by Applicant**

Page: 22

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0019/	791363		1067099	Registered
	Mexico	29-Jun-2006		17-Oct-2008	29-Jun-2016
	Class(es): 03 Int.		Attorne	y(s): ZIP BOL	
	Agent Name: BASHAM, RINGE Y CORREA	A, S.C.	Agent	Ref:	
	Client: C & A IP INC.		Client	Ref:	

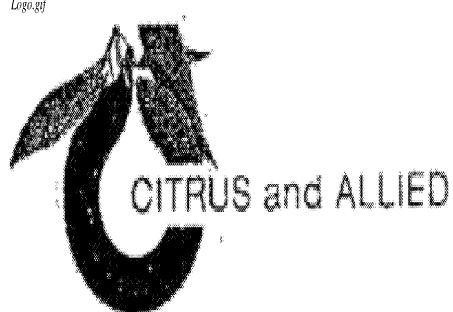
Goods: 03 Int.: CLASS: IN 3

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.

#### **Available Images:**

#### CITRUS AND ALLIED & C Logo



# Trademark List by Applicant

Page: 23

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

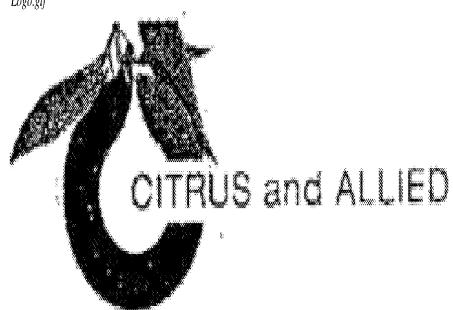
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0020/	791364			Pending
	Mexico	29-Jun-2006			
Cl	ass(es): 30 Int.		Attorno	ey(s): ZIP BOL	
Agent	<i>Name:</i> BASHAM, RINGE Y CORREA	A, S.C.	Agent	<b>Ref:</b> 32.0/059599	
	Client: C & A IP INC.		Client	Ref:	
	Goods: 30 Int.: CLASS: IN 30				

#### **Available Images:**

#### CITRUS AND ALLIED & C Logo

AND FLAVORING.

FLAVORS, EXTRACTS AND EMULSIONS UTILIZED IN THE INDUSTRIES OF FOOD



# Trademark List by Applicant

Page: 24

Applicant: CAEL CITRUS AND ALLIED ESSENCES LTD.

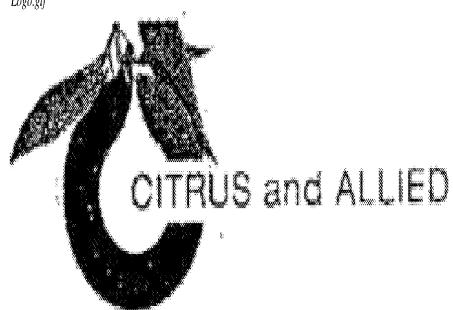
Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0023/	871534		1011786	Registered
	Mexico	27-Jul-2007		16-Nov-2007	27-Jul-2017
Clas	s(es): 01 Int.		Attorne	y(s): ZIP BOL	
Agent N	ame: BASHAM, RINGE Y CORRE	A, S.C.	Agent	<b>Ref:</b> 32.0/063624	
C	lient: C & A IP INC.		Client	Ref:	

Goods: 01 Int.: IN CLASS 01:

AROMATIC CHEMICALS FOR USE IN FOOD, FLAVORING AND FRAGRANCE INDUSTRIES; AROMATIC CHEMICALS FOR FRAGRANCE PURPOSES

#### **Available Images:**

#### CITRUS AND ALLIED & C Logo



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CITRUS AND ALLIED ESSENCES LTD.

Applicant: CAEL

# Trademark List by Applicant

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Trademark	Docket Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
CITRUS AND ALLIED AND C LOGO	C&AI-21163/0018/	791362		978933	Registered
	Mexico	29-Jun-2006		28-Mar-2007	29-Jun-2016
Cla	ss(es): 02 Int.		Attorne	y(s): ZIP BOL	
Agent Name: BASHAM, RINGE Y CORREA, S.C.			Agent		
•	Client: C & A IP INC.		Client	Ref:	

Goods: 02 Int.: CLASS: IN 2

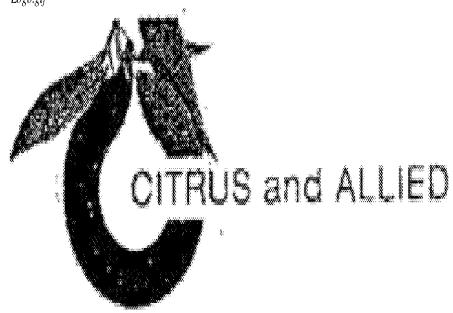
NATURAL RESINS AND AROMATIC CHEMICALS TO BE USED IN THE INDUSTRIES

OF FOOD, SPICES AND FRAGRANCES.

#### **Available Images:**

#### CITRUS AND ALLIED & C Logo

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## Copyright Registrations

None.

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RECORDED: 04/19/2011