

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
Premium Ingredients International Holdings, L.L.C.		05/09/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as US Administrative Agent		
Street Address:	10 S. Dearborn, Floor 22		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85166248	PRINOVA	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	209796-26		
NAME OF SUBMITTER:	Kristin Brozovic		
Signature:	/Kristin Brozovic/		
Date:	06/09/2011		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Premium Ingredients International Holdings, L.L.C., a Delaware limited liability company (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as a Borrower, has entered that certain Third Amended and Restated Credit Agreement dated as of May 9, 2011 (as the same has been or hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with other Persons from time to time party thereto and JPMorgan Chase Bank, N.A., as US Administrative Agent (“Agent”), providing for extensions of credit and other financial accommodations to be made to, among other Persons, Grantor; and

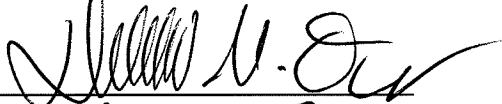
WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of July 7, 2006, as amended (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, the other Persons from time to time party thereto and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

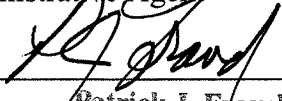
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 9th day of May, 2011.

**PREMIUM INGREDIENTS
INTERNATIONAL HOLDINGS, L.L.C.**

By: 
Name: Donald K Thorp
Title: President

Acknowledged:

JPMORGAN CHASE BANK, N.A.,
as US Administrative Agent

By: 

Name: Patrick J. Fravel

Title: Vice President

JP Morgan Chase Bank, N.A.

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>SER./REG. NO.</u>	<u>DATE</u>
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N/A

FOREIGN TRADEMARK REGISTRATIONS

N/A

U.S. TRADEMARK APPLICATIONS

PRINOVA	85166248	November 1, 2010
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FOREIGN TRADEMARK APPLICATIONS

N/A

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None.