

**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>
Triarco Industries, Inc.		12/06/2011	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triarco Industries, Inc.		
<b>Street Address:</b>	400 Hamburg Turnpike		
<b>City:</b>	Wayne		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07470		
<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:	2520426	DISCRETION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)942-9100		
<b>Phone:</b>	973-942-5100		
<b>Email:</b>	gail.kolk@triarco.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Triarco Industries, Inc.		
<b>Address Line 1:</b>	400 Hamburg Turnpike		
<b>Address Line 4:</b>	Wayne, NEW JERSEY 07470		
<b>ATTORNEY DOCKET NUMBER:</b>	DISCRETION		
<b>NAME OF SUBMITTER:</b>	Gail A. Kolk		
<b>Signature:</b>	/gail a. kolk/		

OP \$40.00 2520426

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**TRADEMARK**  
 REEL: 004674 FRAME: 0699

Date:

12/08/2011

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK AND REGISTRATION

### DISCRETION®

This Assignment of the Trademark **DISCRETION** (the "Assignment") is made and entered on December 6, 2011, by and between **Triarco Industries, Inc.**, a corporation organized and existing under the laws of the State of New Jersey, having a principal place of business at 400 Hamburg Turnpike, Wayne, New Jersey 07470 ("Triarco (NJ)"), and **Triarco Industries, Inc.**, a Corporation organized and existing under the laws of the State of Delaware, having a place of business at 400 Hamburg Turnpike, Wayne, New Jersey 07470 ("Triarco (DE)") (collectively referred to as the "Parties," and individually, a "Party.")

**Whereas**, Triarco (NJ) is the record owner of the mark **DISCRETION** (words only) (hereinafter, the "Mark") and the Registration of the Mark on the Principal Register of the United States Patent and Trademark Office (the "USPTO"), Registration No. 2520426, with a filing date of July 2, 1997, and a registration date of December 18, 2001 (the "Registration"); and

**Whereas**, Triarco (NJ) desires to sell, convey, transfer, assign and deliver to Triarco (DE), and Triarco (DE) desires to acquire from Triarco (NJ), all of Triarco (NJ)'s interest in and to the Mark and the Registration upon the terms and subject to the conditions set forth herein.

**Now, therefore**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### 1. ASSIGNMENT:

(a) Triarco (NJ) hereby agrees to sell, convey, transfer, assign and deliver to Triarco (DE), its successors and assigns, and Triarco (DE) hereby agrees to acquire from Triarco (NJ), upon the terms and subject to the conditions set for in this Assignment, all of Triarco (NJ)'s right, title and interest, whether statutory or at common law, in and to the Mark and the Registration, together with the goodwill of the business symbolized by the Mark throughout the world, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

(b) Triarco (NJ) agrees to execute further papers and to do such other acts as may be necessary and proper to vest full title in and to the Mark in Triarco (DE).

#### 2. TRIARCO (NJ)'S REPRESENTATIONS:

(a) Triarco (NJ) represents and warrants that Triarco (NJ) is the sole owner of the Mark and the Registration and that Triarco (NJ) has the power and authority to enter into this Assignment.

(b) Triarco (NJ) further represents and warrants that the rights transferred in this Assignment are free of lien, encumbrance or adverse claim of any nature or kind whatsoever.

**3. GOVERNING LAW:**

This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

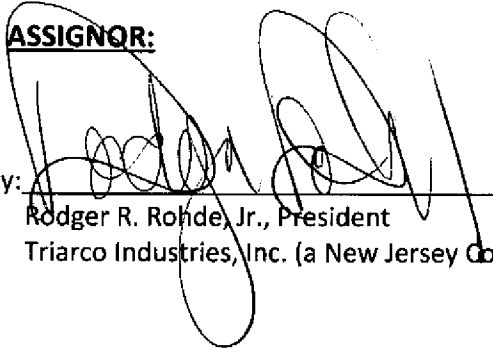
**4. BINDING EFFECT:**

The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed the day and year first above written.

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**ASSIGNOR:**

By:   
Rodger R. Rohde, Jr., President  
Triarco Industries, Inc. (a New Jersey Corporation)

Dated: December 6<sup>th</sup>, 2011

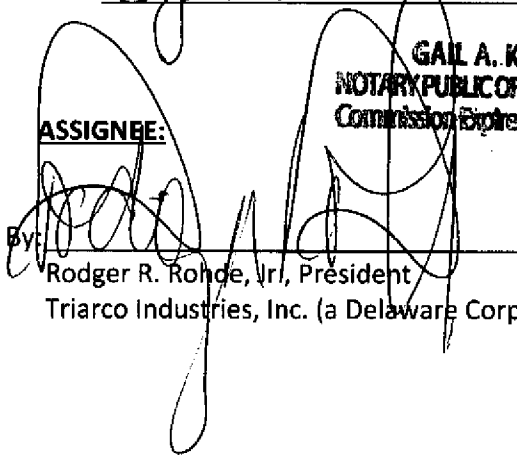
State of New Jersey    )  
  ) ss  
County of Passaic        )

On this 6<sup>th</sup> day of December, 2011, before me personally appeared Rodger R. Rohde, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

  
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**GAIL A. KOLK**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 10/27/2012

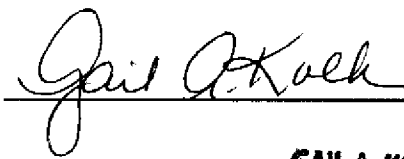
**ASSIGNEE:**

By:   
Rodger R. Rohde, Jr., President  
Triarco Industries, Inc. (a Delaware Corporation)

Dated: December 6<sup>th</sup>, 2011

State of New Jersey    )  
  ) ss  
County of Passaic        )

On this 6<sup>th</sup> day of December, 2011, before me personally appeared Rodger R. Rohde, Jr., to me known to be the above-named individual in the above Assignment, who signed the foregoing instrument in my presence and made oath before me to the allegations set forth therein.

  
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**GAIL A. KOLK**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 10/27/2012