

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RRR Acquisition Company, LLC		03/23/2012	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Triarco Industries, Inc.		
Street Address:	400 Hamburg Turnpike		
City:	Wayne		
State/Country:	NEW JERSEY		
Postal Code:	07470		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2195145	STARCEL	
CORRESPONDENCE DATA			
Fax Number:	(973)942-9100		
Phone:	973-942-5100		
Email:	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>			
Correspondent Name:	Triarco Industries, Inc.		
Address Line 1:	400 Hamburg Turnpike		
Address Line 4:	Wayne, NEW JERSEY 07470		
ATTORNEY DOCKET NUMBER:	STARCEL		
NAME OF SUBMITTER:	Gail A. Kolk		
Signature:	/gail a. kolk/		

OP \$40.00 2195145

Date:

03/23/2012

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK AND REGISTRATION

STARCEL®

This Assignment of the Trademark STARCEL (the "Assignment") is made and entered on MARCH 23, 2012, by and between **RRR Acquisition Company, LLC**, a limited liability company 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 ("RRR Acquisition Company, LLC"), and **Triarco Industries, Inc.** 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") (collectively referred to as the "Parties," and individually, a "Party.")

Whereas, RRR Acquisition Company, LLC is the record owner of the mark STARCEL (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. 2195145, with a filing date of May 27, 1997, and a registration date of October 13, 1998 (the "Registration"); and

Whereas, RRR Acquisition Company, LLC desires to sell, convey, transfer, assign and deliver to Triarco, and Triarco desires to acquire from RRR Acquisition Company, LLC, all of RRR Acquisition Company, LLC'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) RRR Acquisition Company, LLC hereby agrees to sell, convey, transfer, assign and deliver to Triarco, its successors and assigns, and Triarco hereby agrees to acquire from RRR Acquisition Company, LLC, upon the terms and subject to the conditions set forth in this Assignment, all of RRR Acquisition Company, LLC'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) RRR Acquisition Company, LLC 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.

2. RRR ACQUISITION COMPANY, LLC' REPRESENTATIONS:

(a) RRR Acquisition Company, LLC represents and warrants that RRR Acquisition Company, LLC is the sole owner of the Mark and the Registration and that RRR Acquisition Company, LLC has the power and authority to enter into this Assignment.

(b) RRR Acquisition Company, LLC 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:

Dated: 3/23, 2012

By: Angelo Appierto, CFO
Angelo Appierto, CFO
RRR Acquisition Company, LLC, Inc.

State of New Jersey)
) ss
County of Passaic)

On this 23rd day of MARCH, 2012, before me personally appeared Angelo Appierto, 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.

Gail A. Kalk

ASSIGNEE:

Dated: 3/23, 2012

By: Rodger R. Rohde, Jr.,
Rodger R. Rohde, Jr., President
Triarco Industries, Inc.

State of New Jersey)
) ss
County of Passaic)

On this 23rd day of MARCH, 2012, 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.

Gail A. Kalk