

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

C & A IP INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 30, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Street Address: 1 South Broad Street, MAC Y1375-031

City: Philadelphia

State: PA

Country: USA Zip: 19107-3426

- Individual(s) Citizenship _____
- Association Citizenship National
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3911381 2885132 2874289 3018455

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TRILOGY COLORSHIELD SPICESENCE FLAVORSHIELD

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Paul H. Shur, Esq.

Internal Address: Blank Rome LLP

Street Address: 405 Lexington Avenue

City: New York

State: NY Zip: 10174-0208

Phone Number: 212-885-5197

Docket Number: Fax No. 609-897-7448

Email Address: pshur@blankrome.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 022555

Authorized User Name Olivia Tarbox

9. Signature:

Paul H. Shur
Signature

May 30, 2012
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$115.00 022555 3911381

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of May 30, 2012 is made by and between **C&A IP Inc.**, a Delaware corporation having a business location at 3000 Marcus Avenue, Lake Success NY 11042 (the "Pledgor"), **Trilogy Essential Ingredients Inc.**, having a business location at 1304 Continental Drive, Suite F, Abingdon MD 21009 (the "Company"), and **Wells Fargo Bank, National Association** ("Wells Fargo"), having a business location at 1 South Broad Street, 3rd Floor, MAC Y 1375-031, Philadelphia PA 19107-3426.

Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Pledgor.

C. Pledgor is the owner of certain Trademarks which have been licensed to Company pursuant to a Trademark License Agreement dated as of September 5, 2007 and which is utilized in the Company's business pursuant to Master Services Agreement dated as of September 5, 2007.

D. As a further condition to extending credit to or for the account of Company, Wells Fargo has required that the Pledgor pledge a security interest in the Trademarks licensed to the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Pledgor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Pledgor hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any

trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Pledgor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Pledgor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Pledgor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Pledgor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Pledgor's or any Affiliate's business(es). If after the date hereof, Pledgor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to Pledgor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Pledgor shall promptly provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Pledgor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Pledgor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Pledgor; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Pledgor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens. Pledgor (i) will have, at the time Pledgor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens, and (ii) will keep all Trademarks free and clear of all Liens.

(e) **No Sale.** Pledgor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(f) **Defense.** Pledgor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons.

(g) **Maintenance.** Pledgor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Pledgor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to

timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Wells Fargo's Right to Take Action.** If Pledgor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives Pledgor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Pledgor notifies Wells Fargo that it intends to abandon a Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Pledgor (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Pledgor shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(j) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Pledgor hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Pledgor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Pledgor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Pledgor under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. **Pledgor's Use of the Trademarks.** Pledgor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Pledgor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.


(c) Wells Fargo may enforce the Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Pledgor shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Pledgor under this Agreement shall be deemed given when notice to the Company has been provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Pledgor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Pledgor and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Pledgor and delivered to Wells Fargo, and Pledgor waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Pledgor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING
BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement
as of the date written above.

Attest/Witness:


STEPHEN LISANO

Print Name:

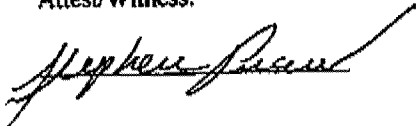
Title: *EVP*

C & A IP INC.

By: 

Michael A. Duca
Vice President

Attest/Witness:



TRILOGY ESSENTIAL INGREDIENTS
INC.

By: 

Michael A. Duca
Vice President

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Jill S. Fedork

Title: _____

Authorized Signatory

[Signature Page to Trademark Security Agreement]

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BASED ON OR PERTAINING TO THIS AGREEMENT.

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Attest/Witness:

C & A IP INC.

Print Name:
Title:

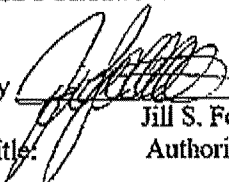
By: _____
Michael A. Duca
Vice President

Attest/Witness:

**TRILOGY ESSENTIAL INGREDIENTS
INC.**

By: _____
Michael A. Duca
Vice President:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By:  _____
Title: Jill S. Fedoruk
Authorized Signatory

[Signature Page to Trademark Security Agreement]

EXHIBIT A**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS**
AND COLLECTIVE MEMBERSHIP MARKS**REGISTRATIONS:**

| <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------|----------------------------|--------------------------|
| TRILOGY | 3911381 | January 25, 2011 |
| SPICESSENCE | 2874289 | August 17, 2004 |
| COLORSHIELD | 2885132 | September 14, 2004 |
| FLAVORSHIELD | 3018455 | November 22, 2005 |

All of the foregoing Marks have been licensed to Company.

APPLICATIONS:

None.

COLLECTIVE MEMBERSHIP MARKS:

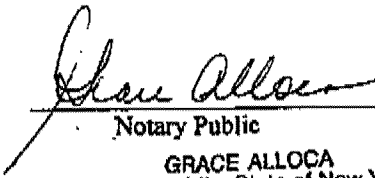
None.

UNREGISTERED MARKS:

None.

STATE OF New York)
COUNTY OF Nassau)

The foregoing instrument was acknowledged before me this 23rd day of May, 2012, by
Michael A. Duca, the Vice President of **C & A IP Inc.**, on behalf of the corporation.



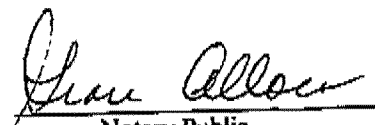
Notary Public
GRACE ALLOCA
Notary Public, State of New York
No. 01-4794815
Qualified in Nassau County
Commission Expires February 28, 2014

[Acknowledgment (C&A IP Inc.) Page to Trademark Security Agreement]

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Nassau)

The foregoing instrument was acknowledged before me this 23rd day of May, 2012, by Michael A. Duca, Vice President of Trilogy Essential Ingredients Inc.



Notary Public

GRACE ALLOCA
Notary Public, State of New York
No. 01-4794815
Qualified in Nassau County
Commission Expires February 28, 2014

[Acknowledgment [Trilogy Essential Ingredients Inc.] Page to Trademark Security Agreement]

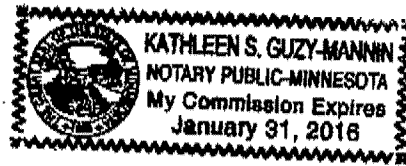
ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 23rd day of May, 2012, by **Jill S. Fedoruk**, an Authorized Signatory of Wells Fargo Bank, National Association, on behalf of the national association.

Kathleen S. Guzy-Mannin
Notary Public



[Acknowledgment (Wells Fargo Bank, National Association) page to Trademark Security Agreement]

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