

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Agilex Flavors & Fragrances, Inc.		
Street Address:	10 Mountainview Road, North Atrium		
City:	Upper Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3640138	AGILEX FLAVORS & FRAGRANCES	
Registration Number:	3648037	AGILEX FLAVORS & FRAGRANCES	
Registration Number:	3157638	MYSTIC	
Registration Number:	3920100	SCENTSCENE	
Serial Number:	78651468	LIGHTHOUSE	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	Sally Sexton		
Address Line 1:	1180 Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009203		

CH \$140.00 3640138

NAME OF SUBMITTER:	Sally Sexton
Signature:	/sallysexton/
Date:	12/19/2012
Total Attachments: 5 source=TM_Agilex_release#page1.tif source=TM_Agilex_release#page2.tif source=TM_Agilex_release#page3.tif source=TM_Agilex_release#page4.tif source=TM_Agilex_release#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of December 19, 2012, from General Electric Capital Corporation, a Delaware corporation (“GE Capital”), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”), in favor of Agilex Flavors & Fragrances, Inc. (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guaranty and Security Agreement dated as of December 17, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time (the “Guaranty and Security Agreement”), and the Trademark Security Agreement, dated as of December 17, 2010 (the “Trademark Security Agreement”), each in favor of the Agent, a Lien on and security interest in (the “Security Interest”) was granted by Grantor to the Agent in all of such Grantor's right, title and interest in, to and under the Trademark Collateral as defined in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office (“USPTO”) on Reel 004436, Frame 0392 on December 20, 2010;

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the Trademark Security Agreement.

2. Release of Trademark Security Interest. Agent hereby (i) terminates, releases, and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed in Exhibit I attached hereto, (ii) terminates the Trademark Security Agreement and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

4. Governing Law. This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND
RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of
the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:  JOHN M. STEIDLE
Name: JOHN M. STEIDLE
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 004923 FRAME: 0820


AGILEX FLAVORS & FRAGRANCES, INC.
as Grantor

By: 

Name: Kevin Gilbert

Title: Senior Vice President of Operations and
Finance and Secretary

EXHIBIT I
TO THE TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS

Trademark	Country	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner
AGILEX FLAVORS & FRAGRANCES	U.S.	77/095122 1/30/2007	3640138 6/16/2009	Registered	Agilex Flavors & Fragrances, Inc.
AGILEX FLAVORS & FRAGRANCES & Design 	U.S.	77/095139 1/30/2007	3648037 6/30/2009	Registered	Agilex Flavors & Fragrances, Inc.
MYSTIC	U.S.	78/728074 10/6/2005	3157638 10/17/2006	Registered	Agilex Flavors & Fragrances, Inc.
SCENTSCENE	U.S.	77/408238 2/28/2008	3920100 2/15/2011	Registered	Agilex Flavors & Fragrances, Inc.
LIGHTHOUSE	U.S.	78/651468 6/15/2005		Published (Pending)	Agilex Flavors & Fragrances, Inc.