

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
Agilex Flavors & Fragrances, Inc.		12/19/2012	CORPORATION: DELAWARE
FFG Holdings, Inc.		12/19/2012	CORPORATION: DELAWARE
Aromatic Technologies, Inc.		12/19/2012	CORPORATION: DELAWARE
International Fragrance & Technology, Inc.		12/19/2012	CORPORATION: DELAWARE
Technology Flavors & Fragrances, Inc.		12/19/2012	CORPORATION: DELAWARE
Western Flavors & Fragrances, Inc.		12/19/2012	CORPORATION: DELAWARE
Agilex Merger Sub, Inc.		12/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3640138	AGILEX FLAVORS & FRAGRANCES	
Registration Number:	3648037	AGILEX FLAVORS & FRAGRANCES	
Registration Number:	4230570	AQUAFUSE	
Registration Number:	2139441	AROMA POLY	
Registration Number:	2094101	AROMA PUFFS	
Registration Number:	2772329	AROMACRYSTAL	
Registration Number:	2258557	AROMAGEL	
Registration Number:	2304470	AROMAPEARL	

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Registration Number:	1559454	AROMA-TECH
Registration Number:	1567625	FRAGRANCE IMAGE ARTISTS
Registration Number:	4179141	NEUTRAZINE
Registration Number:	2015169	NEUTREX
Registration Number:	3920100	SCENTSCENE
Registration Number:	2153279	SENSI-TECH
Registration Number:	1794553	TFF
Registration Number:	1949171	TFF
Registration Number:	2693613	TREASAIRES
Serial Number:	85213905	DUOGEL
Serial Number:	85557392	FRAGRANCEDNA
Serial Number:	78651468	LIGHTHOUSE

CORRESPONDENCE DATA

Fax Number: 4045725134

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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
NAME OF SUBMITTER:	Sally Sexton
Signature:	/sallysexton/
Date:	12/19/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 19, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by Agilex Merger Sub, Inc., Agilex Flavors & Fragrances, Inc. (the “Borrower”), FFG Holdings, Inc., the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademarks, including, without limitation, those registered and applied for Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

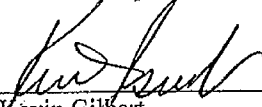
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGILEX FLAVORS & FRAGRANCES, INC.
FFG HOLDINGS, INC.
AROMATIC TECHNOLOGIES, INC.
INTERNATIONAL FRAGRANCE & TECHNOLOGY, INC.
TECHNOLOGY FLAVORS & FRAGRANCES, INC.
WESTERN FLAVORS & FRAGRANCES, INC.,
each a Delaware corporation and as a Grantor

By: 
Name: Kevin Gilbert
Title: Senior Vice President of Operations
and Finance and Secretary

AGILEX MERGER SUB, INC.,
a Delaware corporation, as a Grantor

By: _____
Name: Andrew Spring
Title: Secretary and Treasurer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AGILEX FLAVORS & FRAGRANCES, INC.
FFG HOLDINGS, INC.
AROMATIC TECHNOLOGIES, INC.
INTERNATIONAL FRAGRANCE & TECHNOLOGY, INC.
TECHNOLOGY FLAVORS & FRAGRANCES, INC.
WESTERN FLAVORS & FRAGRANCES, INC.,
each a Delaware corporation and as a Grantor

By: _____
Name: Kevin Gilbert
Title: Senior Vice President of Operations
and Finance and Secretary

AGILEX MERGER SUB, INC.,
a Delaware corporation, as a Grantor

By: Andrew Spring
Name: Andrew Spring
Title: Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____




Name: JOSEPH E. STEIDLE
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	App. No/ Filing Date	Reg. No./ Reg. Date	Class	Next Renewal / Action	Status	Owner
AGILEX FLAVORS & FRAGRANCES	Canada	1359718 8/14/2007	TMA750732 10/21/2009	Chemicals intended for use in the manufacture of perfumes, fragrances, flavors, cosmetics, soaps, foodstuffs, beverages, pharmaceuticals and oral care products; chemicals for use in the flavor and fragrance industry; essential oils for use as food flavorings; natural and artificial food flavorings, and extracts used as food flavorings, not being essential oils, for giving taste to foodstuffs, beverages, pharmaceuticals and to oral care products. Custom manufacture of flavors and fragrances of others.	10/21/2024	Registered	Agilex Flavors & Fragrances, Inc.
AGILEX FLAVORS & FRAGRANCES	U.S.	77/095122 1/30/2007	3640138 6/16/2009	1) chemicals intended for use in the manufacture of perfumes, fragrances, flavors, cosmetics, soaps, foodstuffs, beverages, pharmaceuticals and oral care products; chemicals for use in the flavor and fragrance industry 3) essential oils for use as food flavorings 30) natural and artificial food flavorings, and extracts used as food flavorings, not being essential oils, for giving taste to foodstuffs, beverages, pharmaceuticals and to oral care products 40) custom manufacture of flavors and fragrances of others	6/16/2015 (Decl. of Use)	Registered	Agilex Flavors & Fragrances, Inc.

Mark	Country	App. No/ Filing Date	Reg. No/ Reg. Date	Class	Next Renewal / Action	Status	Owner
AGILEX FLAVORS & FRAGRANCES & Design 	Canada	1359715 8/14/2007	TMA776240 9/3/2010	Chemicals intended for use in the manufacture of perfumes, fragrances, flavors, cosmetics, soaps, foodstuffs, beverages, pharmaceuticals and oral care products; chemicals for use in the flavor and fragrance industry; essential oils for use as food flavorings; natural and artificial food flavorings, and extracts used as food flavorings, not being essential oils, for giving taste to foodstuffs, beverages, pharmaceuticals and to oral care products. Custom manufacture of flavors and fragrances of others.	9/3/2025	Registered	Agilex Flavors & Fragrances, Inc.
AGILEX FLAVORS & FRAGRANCES & Design 	U.S.	77/095139 1/30/2007	3648037 6/30/2009	1) chemicals intended for use in the manufacture of perfumes, fragrances, flavors, cosmetics, soaps, foodstuffs, beverages, pharmaceuticals and oral care products; chemicals for use in the flavor and fragrance industry 3) essential oils for use as food flavorings 30) natural and artificial food flavorings, and extracts used as food flavorings, not being essential oils, for giving taste to foodstuffs, beverages, pharmaceuticals and to oral care products 40) custom manufacture of flavors and fragrances of others	6/30/2015 (Decl. of Use)	Registered	Agilex Flavors & Fragrances, Inc.
AQUAFUSE	U.S.	85/213911 1/10/2011	4230570 10/23/2012	1) components used in the manufacture of industrial and consumer fragranced products, namely, aromatic additives for use in the manufacture of aqueous room fresheners	10/23/2018 (Decl. of Use)	Registered	Agilex Flavor& Fragrances, Inc.

Mark	Country	App. No/ Filing Date	Reg. No/ Reg. Date	Class	Next Renewal / Action	Status	Owner
AROMA POLY	U.S.	74/731480 9/11/1995	2139441 2/24/1998	1) polymer-encapsulated fragrances for use in the manufacture of air fresheners, toys and other scented gifts or novelties	2/24/2018	Registered	Aromatic Technologies, Inc.
AROMA PUFFS	U.S.	74/716480 8/16/1995	2094101 9/9/1997	1) fragrance-bearing polymers for use in the manufacture of air fresheners and odor counteractants	9/9/2017	Registered	Aromatic Technologies, Inc.
AROMACRYSTAL	U.S.	76/339403 11/16/2001	2772329 10/7/2003	1) natural and artificial chemical components for use in the manufacture of candles, air fresheners, toys and other gifts or novelties	10/7/2013	Registered	Aromatic Technologies, Inc.
AROMAGEL	U.S.	75/325127 7/16/1997	2258557 7/6/1999	1) chemicals, namely, a gel matrix containing odor counteractants and/or fragrance compounds for use in the manufacture of air fresheners, candles, and odor control preparations	7/6/2019	Registered	Aromatic Technologies, Inc.
AROMAPEARL	U.S.	75/157581 8/29/1996	2304470 12/28/1999	4) scented unscented candles; illuminants, namely, wicks, gels and oils	12/28/2019	Registered	Aromatic Technologies, Inc.
AROMA-TECH	U.S.	73/705715 1/15/1988	1559454 10/10/1989	1) fragrance concentrates for use in further manufacturing as additives for a variety of commercial products and consumer goods	10/10/2019	Registered	Aromatic Technologies, Inc.
FRAGRANCE IMAGE ARTISTS	U.S.	73/705710 1/15/1988	1567625 11/21/1989	42) consulting services relating to fragrances in compounded products	11/21/2019	Registered	Aromatic Technologies, Inc.
METAGEL	Mexico	551418 6/12/2002	766420 10/31/2002	1) polimero para su uso en refrescantes de ambiente, fragancias y productos aromaticos de venta al menudeo.	6/12/2012	Registered	International Fragrance & Technology, Inc.
NEUTRAZINE	U.S.	85/484184 11/30/2011	4179141 7/24/2012	1) components used in the manufacture of industrial and consumer fragranced products, namely, aqueous aromatic additives for use in the manufacture of room fresheners	7/24/2018 (Decl. of Use)	Registered	Agilex Flavors & Fragrances, Inc.

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Class	Next Renewal / Action	Status	Owner
NEUTREX	U.S.	74/716482 8/16/1995	2015169 11/12/1996	1) odor counteractants for use in manufacturing air fresheners, candles, cleaners, detergents, disinfectants, pet products, odor control products, and the like	11/12/2016	Registered	Aromatic Technologies, Inc.
SCENTSCENE	U.S.	77/408238 2/28/2008	3920100 2/15/2011	35) business consultation and marketing consultation services in the field of flavors and fragrances development and usage	2/15/2017 (Decl. of Use)	Registered	Agilex Flavors & Fragrances, Inc.
SENSI-TECH	U.S.	74/716481 8/16/1995	2153279 4/28/1998	1) odor counteractants/fragrance compounds for use in manufacturing air fresheners, candles, cleaners, detergents, disinfectants, pet products, odor control products, and the like	4/28/2018	Registered	Aromatic Technologies, Inc.
TFF	Colombia	01 072533 8/30/2001	258273 11/22/2002	3) aceites esenciales para usar como materia prima en perfumes cosmeticos articulos de aseo limpiadores olorizantes y desodorantes.	12/17/2012	Registered	Technology Flavors & Fragrances, Inc.
TFF	Colombia	01 072534 8/30/2001	257669 3/22/2002	1) sabores y fragancias quimicas para ser usadas en comidas y cosmeticos respectivamente.	5/31/2012	Registered	Technology Flavors & Fragrances, Inc.
TFF	Colombia	01 72534 8/30/2001	257669 3/22/2002	1) sabores y fragancias quimicas para ser usadas en comidas y cosmeticos respectivamente.	5/31/2012	Registered	Technology Flavors & Fragrances, Inc.
TFF	Mexico	231246 5/8/1995	659996 6/26/2000	1) saborizantes y fragancias quimicas para usarse en alimentos y cosmeticos.	5/8/2015	Registered	Technology Flavors and Fragrances, Inc.
TFF	Mexico	231249 5/8/1995	494740 6/15/1995	3) aceites esenciales.	5/8/2015	Registered	Technology Flavors and Fragrances, Inc.
TFF	U.S.	74/230463 12/16/1991	1794553 9/28/1993	1) chemical flavors and fragrances for use for foods and cosmetics respectively	9/28/2013	Registered	Technology Flavors and Fragrances, Inc.

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Class	Next Renewal / Action	Status	Owner
TFF	U.S.	74/645146 3/6/1995	1949171 1/16/1996	3) essential oils for use in the manufacture of perfumes, cosmetics, toiletries, food flavorings, cleaners, odorants, deodorants, and air fresheners	1/16/2016	Registered	Technology Flavors & Fragrances, Inc.
TREASAIRES	U.S.	75/571287 10/9/1998	2693613 3/4/2003	3) air fresheners and fragrances for use as an ingredient in fragrant gel pieces used in simmering pots	3/4/2013	Registered	Aromatic Technologies, Inc.

2. TRADEMARK APPLICATIONS

Mark	Country	App. No./ Filing Date	Class	Next Renewal / Action	Status	Owner
DUOGEL	U.S.	85/213905 1/10/2011	1) components used in the manufacture of industrial and consumer fragranced products, namely, fragrances for use in manufacturing air fresheners, potpourri and insect repellant in the nature of fragranced gels	1/31/2013 (Statement of Use)	Published (Pending) Intent to Use	Agilex Flavor & Fragrances
FRAGRANCEDNA	U.S.	85/557392 3/1/2012	35) business consultation and marketing consultation services in the field of fragrances development and usage 42) non-downloadable software for use in determining appropriate fragrances for use in the manufacture of products	12/13/2012 (Response to Office Action)	Pending Intent to Use	Agilex Flavor & Fragrances, Inc.
LIGHTHOUSE	U.S.	78/651468 6/15/2005	30) powdered mixes for tea based beverages, coffee base beverages and hot chocolate 32) powdered lemonade mixes and fruit flavored powdered mixes for beverages	12/12/2012 (Statement of Use)	Published (Pending) Intent to Use	Agilex Flavors & Fragrances, Inc.