

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
Flavor Systems International, Inc.		02/26/2013	CORPORATION: OHIO

RECEIVING PARTY DATA	
Name:	Frutarom USA Inc.
Street Address:	9500 Railroad Ave.
City:	North Bergen
State/Country:	NEW JERSEY
Postal Code:	07047
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	3443408	PELLAROMA
Registration Number:	3738470	BOOSTER SHOTS
Registration Number:	3465066	2XE

CORRESPONDENCE DATA	
Fax Number:	5138912100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	513-891-2100
Email:	fred.gribbell@jeee.org
Correspondent Name:	Frederick H. Gribbell
Address Line 1:	6675 Taylor Road
Address Line 4:	Cincinnati, OHIO 45248

ATTORNEY DOCKET NUMBER:	FRU0800-2
NAME OF SUBMITTER:	Frederick H. Gribbell

OP \$90.00 3443408

Signature:	/fhg/
Date:	02/27/2013
Total Attachments: 3 source=fru0800TMassignmt#page1.tif source=fru0800TMassignmt#page2.tif source=fru0800TMassignmt#page3.tif	

TRADEMARK ASSIGNMENT

WHEREAS, Flavor Systems International, Inc., a corporation duly organized and existing under the laws of Ohio, having its principal place of business at 9950 Commerce Park Drive, Cincinnati, Ohio 45246; and FSI Beverage Systems LLC, a limited liability company duly organized and existing under the laws of Ohio, having its principal place of business at Commerce Park Drive Cincinnati, Ohio 45246 (hereinafter referred to as "ASSIGNORS"), own the entire interest in:

U.S. Trademark Registration No. 2,915,292, for: SEBASTIANO'S,
U.S. Trademark Registration No. 3,443,408, for: PELLAROMA,
U.S. Trademark Registration No. 3,738,470, for: BOOSTER SHOTS,
U.S. Trademark Registration No. 3,465,066, for: 2XE,

(the "Trademark(s)"); and

WHEREAS, Frutarom USA Inc., a corporation duly organized and existing under the laws of New Jersey, having its principal place of business at 9500 Railroad Ave., North Bergen NJ., 07047 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNORS hereby sell, assign, and transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Trademark(s) throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, including said United States applications thereof, and all Registered Trademarks of the United States which may be granted thereon; accompanied by the goodwill of all business connected with the use of and symbolized by such marks, including the right to sue for, collect damages, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

TO BE HELD AND ENJOYED by said ASSIGNEE, its successors, and assigns, to the full ends of the respective terms for which said Trademark(s) have been or may be granted a registration, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had no sale and assignment of said interest been made.

ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue trademark registrations on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNORS HEREBY grant the firm of FREDERICK H. GRIBBELL, LLC the power to insert in this Assignment any further identification or information which may be necessary or

desirable in order to comply with the rules of the United States Patent and Trademark Office, or any foreign patent/trademark office, for recordation of this document.

ASSIGNORS HEREBY covenant that they has full right to convey the entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNORS HEREBY further covenant and agree that they will: communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting said Trademark(s), and testify in any legal proceeding; sign all lawful future documents, including assignments in favor of ASSIGNEE, or its designees, as ASSIGNEE or its designee may from time-to-time present to ASSIGNORS in order to perfect title in said Trademark(s); and make all rightful oaths, and generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Trademark(s) in all countries.

IN WITNESS WHEREOF, the undersigning parties have duly executed this Trademark Assignment as of the date(s) below:

ASSIGNOR #1:

FLAVOR SYSTEMS INTERNATIONAL, INC.
(Company Name)

By Rafi Friedman.
Title President
Date 2/26/2013.

ASSIGNOR #2:

FSI BEVERAGE SYSTEMS LLC
(Company Name)

By Rafi Friedman
Title President
Date 2/26/2013

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ASSIGNEE

FRUTAROM USA INC.

(Company Name)

By

Ros. B. [Signature]

Title

C.F.O

Date

2/26/2013

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