#### 900274438 12/12/2013

### 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
Wynn Starr Flavors, Inc.		12/02/2013	CORPORATION: NEVADA

### **RECEIVING PARTY DATA**

Name:	Zenbury International Limited	
Street Address:	16 Avenue Pasteur, L-2310	
City:	Luxembourg	
State/Country:	LUXEMBOURG	
Entity Type:	CORPORATION: IRELAND	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86037256	WYNNSTARR
Serial Number:	85802221	WYNN STARR
Registration Number:	4372379	SATISFRY
Registration Number:	3571986	INNOTECH
Registration Number:	2217024	WS

## **CORRESPONDENCE DATA**

900274438

3142592020 Fax Number:

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

via US Mail.

314-259-2000 Phone:

Email: sluspto@bryancave.com Correspondent Name: Matthew G. Minder

Address Line 1: 211 North Broadway, Suite 3600

Address Line 2: Bryan Cave LLP

Address Line 4: Saint Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER: 0355761

**TRADEMARK** 

REEL: 005172 FRAME: 0654

DOMESTIC REPRESENTATIVE				
Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:				
NAME OF SUBMITTER:	Matthew G. Minder			
Signature:	/Matthew G. Minder/			
Date:	12/12/2013			
Total Attachments: 3 source=Assignment of Trademarks#page1.tif source=Assignment of Trademarks#page2.tif source=Assignment of Trademarks#page3.tif				

TRADEMARK REEL: 005172 FRAME: 0655

#### ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of December 2, 2013, is given by WYNN STARR FLAVORS, INC., a Nevada corporation ("Assignor"), in favor of ZENBURY INTERNATIONAL LIMITED, a Republic of Ireland corporation with registered address at Prince's Street, Tralee, Co. Kerry, Ireland and with principal office and establishment at 16 Avenue Pasteur, L-2310 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 166.658, having a share capital of € 12,500 ("Assignee").

WHEREAS, pursuant to the terms and conditions of a certain Asset Purchase Agreement, dated November 26, 2013 (the "Asset Purchase Agreement"), by and among Assignor, Assignee, Wynn Starr Foods of Kentucky, Inc., and Mastertaste Inc., Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to acquire and accept, all of Assignor's right, title and interest in and to all of Assignor's registered and unregistered trademarks, trade names and service marks, including without limitation those set forth on Schedule A hereto, and all goodwill associated therewith (the "Trademarks");

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Asset Purchase Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the right to sue and collect damages for past, present and future infringement thereof.
- 2. This Assignment is further documentation of the assignments, transfers and conveyances of the Trademarks contemplated by the Asset Purchase Agreement, and is subject to all of the terms, conditions, provisions, representations, warranties, covenants and agreements contained therein. To the extent that any term or condition of this Assignment conflicts with any term or condition of the Asset Purchase Agreement, such term and/or condition of this Assignment shall be deemed amended so as to be consistent with the terms and conditions of the Asset Purchase Agreement.
- 3. From time to time after the date hereof, Assignor agrees to execute all further documents and to take all necessary actions to effect the assignment, transfer and conveyance of all rights in the Trademarks to Assignee.

[Signature Page Immediately Follows.]

TRADEMARK
REEL: 005172 FRAME: 0656

IN WITNESS WHEREOF, Assignor has executed this Agreement effective as of the date first set forth above.

WYNN STARR FLAVORS, INC.

Ву:

lame: STQV&1

Title:

PARSIDEN

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TRADEMARK

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# SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

- WS 1.
- 2. Innotech
- 3.
- Satisfry Wynn Starr 4.

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**TRADEMARK REEL: 005172 FRAME: 0658** 

**RECORDED: 12/12/2013**