

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302483

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Quality Ingredients Corporation		08/30/2013	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SENSORYEFFECTS POWDER SYSTEMS, INC.		
<b>Street Address:</b>	24 NORTH CLINTON STREET		
<b>City:</b>	DEFIANCE		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43512		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85167987	TASTE ENDURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146594832		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-659-4578		
<b>Email:</b>	nealk@aklp.com		
<b>Correspondent Name:</b>	Michele P. Schwartz		
<b>Address Line 1:</b>	1717 Main Street		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	216321		
<b>NAME OF SUBMITTER:</b>	Michele P. Schwartz		
<b>SIGNATURE:</b>	/Michele P. Schwartz/		
<b>DATE SIGNED:</b>	04/24/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK



## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Trademark Assignment") is made to be effective as of August 30, 2013, by and between Quality Ingredients Corporation., a Minnesota corporation (the "Seller"), and SensoryEffects Powder Systems, Inc., a Delaware corporation (the "Buyer"), pursuant to that certain Purchase Agreement (as defined below). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

**WHEREAS**, Seller, Buyer and Performance Chemicals & Ingredients Company entered into that certain Asset Purchase Agreement, dated August 3, 2013 (the "Purchase Agreement"), which provides, among other things, for the sale and assignment by Seller to Buyer of the registered trademarks and trademark applications which are included as part of the Transferred Assets (the "Trademarks").

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions of the Purchase Agreement:

1. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns, all rights, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1 hereto (the "Trademarks") with all of the goodwill of the Business associated therewith, pursuant to the terms of the Purchase Agreement, to have and to hold the Trademarks forever, free and clear of all encumbrances.
2. Seller covenants with the Buyer that the Seller will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Buyer may reasonably request for the purpose of carrying out the intent of this Trademark Assignment.
3. The Seller hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Buyer as the owner of the Transferred Intellectual Property with respect to any such Trademark that is currently registered in the Seller's name.
4. This Trademark Assignment will be binding on the Seller and its successors and assigns, and will inure to the benefit of the Buyer and its successors and assigns.
5. The Seller hereby covenants that it has full right to convey its entire interest as herein assigned, and that it has not executed any agreement inconsistent herewith and will not execute any agreement inconsistent herewith without Buyer's consent.
6. Nothing contained in this Trademark Assignment will be deemed to supersede, limit, amend, supplement, expand or modify any of the rights or obligations of the Seller or the Buyer under the Purchase Agreement. Seller acknowledges that the representatives, warranties, covenants, agreements, and indemnifications contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To

the extent there is any difference between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall govern.

7. The validity, interpretation, construction and performance of this Trademark Assignment shall be governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

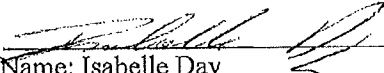
8. This Trademark Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Trademark Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Trademark Assignment.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

**SELLER:**

**QUALITY INGREDIENTS CORPORATION,**  
a Minnesota corporation

By:   
Name: Isabelle Day  
Title: Chief Executive Officer

**BUYER:**

**SENSORY EFFECTS POWDER  
SYSTEMS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

**SELLER:**

**QUALITY INGREDIENTS CORPORATION,**  
a Minnesota corporation

By: \_\_\_\_\_  
Name: Isabelle Day  
Title: Chief Executive Officer

**BUYER:**

**SENSORY EFFECTS POWDER  
SYSTEMS, INC.,**  
a Delaware corporation

By:                     C.A. Nicolais                      
Name:                     Charles A. Nicolais                      
Title:                     PRESIDENT                    

*[Signature Page to Trademark Assignment]*

**SCHEDULE 1**

**Registered Trademarks and Trademark Applications**

<b>MARK (PROFILE NAME)</b>	<b>CURRENT OWNER</b>	<b>COUNTRY NAME</b>	<b>APPLICATION #</b>	<b>APP. DATE</b>	<b>REG. #</b>	<b>REG. DATE</b>	<b>STATUS</b>
TASTE ENDURE	Quality Ingredients Corporation	United States of America	85/167,987	03- Nov- 10	4,136,359	01- May- 12	Registered
TASTE ENDURE	Quality Ingredients Corporation	Canada	1,516,423	-	-	-	Pending
TASTE ENDURE	Quality Ingredients Corporation	Mexico	-	-	1,256,499	21- May- 12	Registered