

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304030

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Texas Capital Bank, N.A., as Administrative Agent		05/05/2014	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	SensoryEffects Flavor Company
Street Address:	52 Sunrise Park Road
City:	New Hampton
State/Country:	NEW YORK
Postal Code:	10958
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3210942	ATOMIC BLAST
Registration Number:	3210943	BLUE BERRY PI
Registration Number:	4283933	FRUIT JUICERS
Registration Number:	4299182	FRUIT JUICERS 100% JUICE BLENDS
Registration Number:	4198612	KALVA
Registration Number:	0397838	KALVA

CORRESPONDENCE DATA

Fax Number: 9192868199
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 919 286-8000
Email: PTO_TMconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4885
NAME OF SUBMITTER:	John E. Slaughter
SIGNATURE:	/John E. Slaughter/

OP \$165.00 3210942

DATE SIGNED:	05/09/2014
Total Attachments: 3 source=Termination TMS 0141#page1.tif source=Termination TMS 0141#page2.tif source=Termination TMS 0141#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of May 5, 2014 ("Release"), is made by Texas Capital Bank, N.A., as Administrative Agent ("Secured Party"), in favor of SensoryEffects Flavor Company, a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of June 2, 2011 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Secured Party, and others party thereto and the Trademark Security Agreement dated as of August 30, 2013 ("Trademark Security Agreement") by and among the Grantor and Secured Party, Grantor mortgaged, pledged and hypothecated to the Secured Party and granted to the Secured Party, for the benefit of the Secured Creditors, a security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on November 26, 2013 at Reel 5162 Frame 0141.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party, on behalf of the Secured Creditors, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

SECTION 2. Termination and Release. Secured Party, on behalf of the Secured Creditors, hereby:

(a) absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

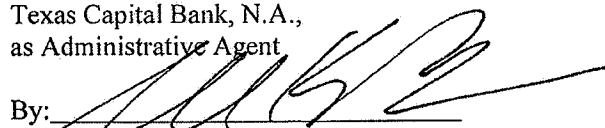
(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Secured Party, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Secured Party will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party, on behalf of the Secured Creditors, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Texas Capital Bank, N.A.,
as Administrative Agent

By: 

Name: Ronald K. Baker

Title: Executive Vice President

Schedule A

SensoryEffects Flavor Company
(Delaware Corporation)

U.S. Trademarks Subject to Security Interest
Granted by SensoryEffects Flavor Company
In Favor of Texas Capital Bank, N.A., as Administrative Agent
Recorded November 26, 2013 at Reel 5162 Frame 0141

Registered Marks

Mark	Reg. No.	Reg. Date
ATOMIC BLAST	3210942	02/20/07
BLUE BERRY PI	3210943	02/20/07
FRUIT JUICERS	4283933	01/29/13
FRUIT JUICERS 100% JUICE BLENDS and Design	4299182	03/05/13
KALVA	4198612	08/28/12
KALVA	0397838	09/22/42

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