

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM304031

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

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 Powder Systems, Inc., formerly known as Diehl Food Ingredients, Inc.
Street Address:	52 Sunrise Park Road
City:	New Hampton
State/Country:	NEW YORK
Postal Code:	10958
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2550008	BETRFLAKES
Registration Number:	2551857	CHOC-O-CREME
Registration Number:	1134770	CHOCOMITE
Registration Number:	2539278	DIEHL
Registration Number:	3854315	DIEHL FOOD INGREDIENTS
Registration Number:	1135229	VITAMITE
Registration Number:	3259135	SENSORY EFFECTS

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

TRADEMARK

OP \$190.00 2550008

SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	05/09/2014
Total Attachments: 3 source=Termination IP 0368#page1.tif source=Termination IP 0368#page2.tif source=Termination IP 0368#page3.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of May 5, 2014 ("Release"), is made by Texas Capital Bank, N.A., as Administrative Agent ("Secured Party"), in favor of SensoryEffects Powder Systems, Inc., formerly known as Diehl Food Ingredients, Inc., a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of August 5, 2009 (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, Grantor assigned to, pledged and granted to the Secured Party, for the benefit of the Secured Creditors, a security interest in the entire right, title and interest in and to the Grantor's Intellectual Property; and

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 17, 2010 at Reel 024091 Frame 0404 and March 17, 2010 at Reel 4169 Frame 0368.

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.

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

(a) absolutely, unconditionally and irrevocably terminates any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Grantor's Intellectual Property;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the collateral assignment, mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Grantor's Intellectual Property, 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 Grantor's Intellectual Property, 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 Intellectual Property 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

U.S. Patents Subject to Security Interest
Granted by Diehl Food Ingredients, Inc.
In Favor of Texas Capital Bank, N.A., as Administrative Agent
Recorded March 17, 2010 at Reel 024091 Frame 0404

Issued Patents

Title	Patent No.	Issue Date
EDIBLE FAT BASED FLAKES	6312751	11/06/01
EDIBLE FAT BASED FLAKES	6312752	11/06/01
EDIBLE FAT BASED FLAKES	6406737	06/18/02
STRUCTURED PARTICULATE SYSTEMS	6773733	08/10/04

U.S. Trademarks Subject to Security Interest
Granted by Diehl Food Ingredients, Inc.
In Favor of Texas Capital Bank, N.A., as Administrative Agent
Recorded March 17, 2010 at Reel 4169 Frame 0368

Registered Marks

Mark	Reg. No.	Reg. Date
BETRFLAKES	2550008	03/19/02
CHOC-O-CRÈME	2551857	03/26/02
CHOCOMITE	1134770	05/06/80
DIEHL	2539278	02/19/02
DIEHL FOOD INGREDIENTS	3854315	09/28/10
VITAMITE	1135229	05/13/80
SENSORY EFFECTS and Design	3259135	07/03/07

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