

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318424

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
A.M. Todd Company		10/31/2011	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILD Flavors, GmbH		
<b>Street Address:</b>	Neugasse 22		
<b>City:</b>	Zug, 6300		
<b>State/Country:</b>	SWITZERLAND		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3517644	ELEMINTS	
<b>Registration Number:</b>	3521623	MOOREGANICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5136516981		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	513-651-6800		
<b>Email:</b>	trademarks@fbtlaw.com		
<b>Correspondent Name:</b>	Monica L. Dias c/o Frost Brown Todd LLC		
<b>Address Line 1:</b>	3300 Great American Twr., 301 E. 4th St.		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	101372/515356		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Monica L. Dias c/o Frost Brown Todd LLC		
<b>Address Line 1:</b>	3300 Great American Twr., 301 E. 4th St.		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Monica L. Dias		
<b>SIGNATURE:</b>	/MLD/		
<b>DATE SIGNED:</b>	09/30/2014		
<b>Total Attachments: 7</b>			
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## **PATENT AND TRADEMARK ASSIGNMENT**

This Patent and Trademark Assignment (this *Agreement*), effective as of October 31, 2011, (the *Effective Date*) is by and between A.M. Todd Company, a Michigan corporation, and WILD Flavors, GmbH, a limited liability company formed under the laws of Switzerland (*Buyer*).

**WHEREAS**, A.M. Todd Group, Inc. (*Seller*) and Buyer have entered into a Stock and Asset Purchase Agreement, dated as of September 5, 2011 (the *Purchase Agreement*), pursuant to which, among other things, Seller agreed to assign or procure the assignment of the Patents and the Trademarks (as defined below) to Buyer.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, A.M. Todd Company and Buyer agree as follows:

1. **Definitions and Interpretation.**

**Patents** means the patents and patent applications set forth in Schedule 1 and all issuances, reissuances, divisions, continuations, continuations-in-part, revisions, extensions, reexaminations and renewals thereof.

**Trademarks** means the trademark registrations and applications set forth in Schedule 2, together with all translations or transliterations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations, issuances, extensions and renewals in connection therewith.

**Interpretation.** All definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Wherever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. As used in this Agreement, the words "include," "includes" and "including" shall be deemed to be followed by the phrase "but not limited to." As used in this Agreement, the terms "herein," "hereof" and "hereunder" shall refer to this Agreement in its entirety. Any references in this Agreement to "Sections," "Articles," "clauses," "Schedules" or "Exhibits" shall, unless otherwise specified, refer to Sections, Articles, clauses, Schedules or Exhibits, respectively, of this Agreement; words importing any gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a tangible visible form; and all references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. The Schedules referred to in this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim herein.

2. **Assignment.** Pursuant to the Purchase Agreement, A.M. Todd Company hereby sells, assigns, grants, conveys and transfers to Buyer all of A.M. Todd Company's right, title and interest in and to:

- (a) the Patents;
  - (b) the Trademarks;
  - (c) all rights of any kind whatsoever accruing to A.M. Todd Company under the Patents or the Trademarks provided by applicable law (whether under common law or statute) of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including the benefit of all priority dates and the right to seek and obtain registrations in other countries;
  - (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Patents or the Trademarks; and
  - (e) any and all claims, with respect to the Patents or the Trademarks, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right (but no obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
3. **Terms of the Purchase Agreement.** A.M. Todd Company and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.
4. **Recordation.** A.M. Todd Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other national, federal and state government officials to record and register this Agreement upon request by Buyer.
5. **Third-party Rights.** No provision of this Agreement is intended, and no such provision will be interpreted, to provide or to create any third-party beneficiary rights or any other rights of any kind in any third party.
6. **Governing Law.** This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan, without reference to principles of conflict of law.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
8. **Further Assurances.**
- (a) A.M. Todd Company and Buyer shall each be responsible for and shall pay one-half (1/2) of all official fees and patent and trade mark agents' fees incurred by, or on behalf of, Buyer or A.M. Todd Company for the purposes of vesting in Buyer the full benefit of

the right, title and interest to the Patents and the Trademarks and A.M. Todd Company shall, at their own cost, perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) all further documents, required by law or which Buyer reasonably requests for the purposes of vesting in Buyer the full benefit of the right, title and interest to the Patents and the Trademarks. Buyer or A.M. Todd Company, whichever pays the same, shall be entitled to reimbursement from the other in accordance with the first sentence of this Section 8(a). Upon payment of any such fees, Buyer or A.M. Todd Company, whichever pays the same, shall present a statement to the other setting forth the amount of reimbursement to which Buyer or A.M. Todd Company, whichever pays the same, is entitled under the first sentence of this Section 8(a) together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. Buyer or A.M. Todd Company, whichever is responsible for reimbursement of the same, shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of such statement. Any payment not made within such time shall bear interest at the rate set forth in Section 7.3(a) of the Purchase Agreement for each day until paid.

(b) Promptly following the Effective Date, A.M. Todd Company shall deliver to Buyer any and all documents or materials evidencing the ownership of or title to, or otherwise relating to, any registration or application for registration of the Patents and the Trademarks.

(b) A.M. Todd Company shall, at Buyer's direction and cost, do the following pending formal registration or recordal of the assignment of the Patents and the Trademarks:

(i) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;

(ii) if legally required to do so, promptly satisfy all official actions issued by any relevant intellectual property registry or authority;

(iii) provide Buyer with all information and other assistance reasonably required to enable Buyer to prepare, file or prosecute applications for registration of any of the Patents or the Trademarks (including producing, in the appropriate form, any evidence of its use of the Patents or the Trademarks);

(iv) ensure that copies of all correspondence that it or its agents receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to Buyer, at such address as Buyer may specify from time to time; and

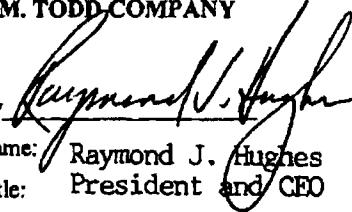
(v) provide Buyer with all information and other assistance reasonably required by Buyer to conduct, defend or settle any relevant claims, actions or proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, A.M. Todd Company and Buyer have executed this Agreement to be effective as of the date first above written.

**A.M. TODD COMPANY**

By

  
Name: Raymond J. Hughes  
Title: President and CEO

**BUYER**

**WILD FLAVORS, GMBH**

By \_\_\_\_\_

Name:

Title:

Patent and Trademark Assignment

**TRADEMARK**  
**REEL: 005371 FRAME: 0150**

IN WITNESS WHEREOF, A.M. Todd Company and Buyer have executed this Agreement to be effective as of the date first above written.

**A.M. TODD COMPANY**

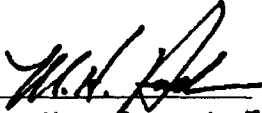
By \_\_\_\_\_

Name:

Title:

**BUYER**

**WILD FLAVORS, GMBH**

By 

Name: MICHAEL H. PONDER

Title: GLOBAL CEO

Patent and Trademark Assignment

Schedule 1

PATENTS

United States Patents

Owner	Number	Description
A.M. Todd Company	7,517,541	Water dispersable extract preparations
A.M. Todd Company	PP14,480	Mint plant named "Mckenzie"
A.M. Todd Company	PP14,450	Mint plant named "Clackamas"

United States Patents Pending

Owner	Number	Description
A.M. Todd Company	PP21,053	Mint plant named "Metolius"



Schedule 2

TRADEMARKS

United States Trademarks

Owner	Number	Description
A.M. Todd Company	2699111	A.M. Todd
A.M. Todd Company	0771982	Crystal White
A.M. Todd Company	0774784	Rose Mitcham
A.M. Todd Company	1862196	Leaf Drop Design
A.M. Todd Company	3,517,644	ELEMINTS
A.M. Todd Company	3,521,623	Mooreganics