TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320360

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merisant Company		10/03/2014	CORPORATION: DELAWARE
Whole Earth Sweetener Company LLC		10/03/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, as Administrative Agent and Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	3610339	ADD SOME FLAVOR TO YOUR DAY
Registration Number:	1217173	CANDEREL
Registration Number:	2012219	EQUAL
Registration Number:	1318800	EQUAL
Serial Number:	85762146	EQUAL
Registration Number:	1158683	EQUAL
Serial Number:	77710844	EQUAL
Serial Number:	85197285	EQUAL CLASSIC
Serial Number:	77911168	EQUAL EVERYWHERE
Registration Number:	3314361	EQUAL
Serial Number:	85751831	EQUAL ORIGINAL
Serial Number:	85751812	EQUAL ORIGINAL
Registration Number:	3248304	EQUAL
Registration Number:	2967446	M
Registration Number:	2987670	MERISANT
Registration Number:	1933895	SAME
Registration Number:	3632860	SENSIBLY SWEET

OP $1015.00 3610339

Property Type	Number	Word Mark
Serial Number:	85762172	SEQUAL
Serial Number:	77710519	SEQUAL
Serial Number:	85762164	SEQUEL
Serial Number:	77710540	SEQUEL
Registration Number:	1794061	SPOONFUL
Registration Number:	3321821	SWEET MATE
Registration Number:	2068819	SWEETMATE
Serial Number:	77857394	CRAFTED FOR COFFEE
Serial Number:	85718616	
Serial Number:	77414776	NATIVIA GUARANI
Serial Number:	77494342	NATIVIA NATIVIA GUARANI S.A., A WHOLE EA
Serial Number:	85528703	NATURE MADE IT SWEET... WE MADE IT PURE
Serial Number:	85644937	NATURE MAKES IT SWEET
Registration Number:	3797328	NOTHING TO HIDE
Registration Number:	3974896	PURE VIA
Registration Number:	3974897	PURE VIA
Serial Number:	85710792	PURE VIA STEVIA WHOLE EARTH SWEETENER CO
Serial Number:	85915988	SWEET SIMPLICITY
Serial Number:	86225752	TASTE THE NEXT GENERATION OF SWEET
Serial Number:	77553570	THE NEXT GENERATION OF SWEET
Registration Number:	3636630	WHOLE EARTH SWEETENER COMPANY
Serial Number:	85718598	WHOLE EARTH SWEETENER CO.
Serial Number:	85364450	EQUAL. THE ONE THEY WANT

CORRESPONDENCE DATA

Fax Number: 8668265420

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.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39806
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	10/16/2014

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 3, 2014 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse AG, as administrative agent and collateral agent (in such capacities and together with its successors, the "Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

A. Flavors Holdings Inc. (the "Borrower") and PCT International Holdings Inc. ("Holdings") have entered into the Second Lien Credit Agreement dated as of October 3, 2014 (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto and the Agent.

B. It is a condition precedent to the obligation of the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Lien Guarantee and Collateral Agreement dated as of October 3, 2014 in favor of the Agent (as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

C. Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in the Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors agree as follows:

I. GRANT OF SECURITY.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the following (the "Intellectual Property Collateral") of such Grantor, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all United States, State and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or

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agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including the registrations and applications at the United States Patent and Trademark Office listed on Schedule A attached hereto (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or Section 1(d) of the Lanham Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act or cause the trademark that is the subject thereof to be invalidated or abandoned), (ii) all renewals thereof and the right to obtain all renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above;

(b) (i) all patents of the United States, any other country, or union of countries or any political subdivision of any of the foregoing, and all applications in connection therewith, including all patents and patent applications in the United States Patent and Trademark Office listed on Schedule B attached hereto, (ii) all reissues, extensions, divisions, continuations and continuations-in-part thereof, and the right to obtain all reissues and extensions thereof, (iii) all inventions (whether or not patentable) and all improvements thereof, (iv) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (v) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (vi) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world;

(c) (i) all copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office listed on Schedule C attached hereto, (ii) all extensions and renewals thereof, and the right to obtain all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements of any of the foregoing, (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith, and damages or payments for past, present or future infringements thereof, and (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world; and

(d) solely to the extent that any Grantor has recorded its interest therein with the United States Copyright Office or the United States Patent and Trademark Office, exclusive Trademark Licenses, exclusive Patent Licenses and exclusive Copyright Licenses, including those agreements listed on Schedule D attached hereto, and all rights to sue or otherwise recover at law or in equity for any past, present and future infringement, misappropriation, dilution or other impairment thereof, including the right to receive all proceeds and damages therefrom.

II. RECORDATION.

Each Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights or any other applicable government officer record this Intellectual Property Security Agreement.

III. EXECUTION IN COUNTERPARTS.

This Intellectual Property Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

IV. GOVERNING LAW.

This Intellectual Property Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

V. CONFLICT PROVISION.

This Intellectual Property Security Agreement has been entered into in conjunction with the Guarantee and Collateral Agreement and the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral are more fully set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral or the Credit Agreement, as applicable, shall govern.

VI. INTERCREDITOR AGREEMENT GOVERNS

Reference is made to the Intercreditor Agreement dated as of October 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto, Credit Suisse AG, as Initial First Priority Representative (as defined therein), Credit Suisse AG, as Initial Second Priority Representative (as defined therein), and each additional Representative (as defined therein) from time to time party thereto. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to this Intellectual Property Security Agreement

and the exercise of any right or remedy by the Collateral Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between any of the provisions of the Intercreditor Agreement, this Intellectual Property Security Agreement and the Credit Agreement regarding the priority of the lien and security interest granted to the Collateral Agent and the exercise of any right or remedy by the Collateral Agent, the following order of priorities shall apply: (a) the Intercreditor Agreement, (b) the Credit Agreement and (c) this Intellectual Property Security Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

WHOLE EARTH SWEETENER COMPANY LLC

By _____
Name: Ross Campbell
Title: Chief Financial Officer

MERISANT COMPANY

By _____
Name: Ross Campbell
Title: Chief Financial Officer

[Signature Page to Second Lien Intellectual Property Security Agreement]

SCHEDULE A

TRADEMARKS[1]

Title	Owner	Registration / Application Number	Filing Date
ADD SOME FLAVOR TO YOUR DAY	MERISANT COMPANY	3610339	Apr 21, 2009
CANDEREL	MERISANT COMPANY	1217173	Nov 23, 1982
EQUAL	MERISANT COMPANY	2012219	Oct 29, 1996
EQUAL	MERISANT COMPANY	1318800	Feb 12, 1985
EQUAL	MERISANT COMPANY	85762146	October 24, 2012
EQUAL	MERISANT COMPANY	1158683	Jun 30, 1981
EQUAL	MERISANT COMPANY	77/710844	Apr 09, 2009
EQUAL CLASSIC	MERISANT COMPANY	1158683	June 30, 1981
EQUAL CLASSIC	MERISANT COMPANY	85/197285	Dec 14, 2010
EQUAL EVERYWHERE	MERISANT COMPANY	77/911168	Jan 13, 2010
EQUAL LOGO WITH ARRAY OF COLORED DOTS	MERISANT COMPANY	3314361	Oct 16, 2007
equal original in stylized letters	MERISANT COMPANY	85751831	October 11, 2012
equal original in stylized letters	MERISANT COMPANY	85751812	October 11, 2012
EQUAL ORIGINAL IN STYLIZED LETTERS	MERISANT COMPANY	85751831	October 11, 2012
EQUAL ORIGINAL IN STYLIZED LETTERS AND COLOR	MERISANT COMPANY	85751812	October 11, 2012
EQUAL STYLIZED	MERISANT COMPANY	3248304	May 29, 2007
M AND DESIGN	MERISANT COMPANY	2967446	July 12, 2005
MERISANT	MERISANT COMPANY	2987670	August 23, 2005
SAME	MERISANT COMPANY	1933895	November 07, 1995
SENSIBLY SWEET	MERISANT COMPANY	3632860	June 02, 2009
SEQUAL	MERISANT COMPANY	85762172	October 24, 2012
SEQUAL	MERISANT COMPANY	77/710519	April 09, 2009
SEQUEL	MERISANT COMPANY	85762164	October 24, 2012
SEQUEL	MERISANT COMPANY	77/710540	Apr 09, 2009
SPOONFUL	MERISANT COMPANY	1794061	Sep 21, 1993
SWEET MATE LOGO	MERISANT COMPANY	3321821	Oct 23, 2007
SWEETMATE	MERISANT COMPANY	2068819	Jun 10, 1997

[1] Including trademark applications and domain names.

CRAFTED FOR COFFEE	WHOLE EARTH SWEETENER COMPANY LLC	77/857394	Oct 26, 2009
LEAF IN COLOR IN BROWN BOX	WHOLE EARTH SWEETENER COMPANY LLC	85718616	August 31, 2012
NATIVIA GUARANI	WHOLE EARTH SWEETENER COMPANY LLC	77/414776	March 05, 2008
NATIVIA GUARANI LOGO (COLOR)	WHOLE EARTH SWEETENER COMPANY LLC	77/494342	June 09, 2008
NATURE MADE IT SWEET… WE MADE IT PURE	WHOLE EARTH SWEETENER COMPANY LLC	85/528703	January 30, 2012
NATURE MAKES IT SWEET	WHOLE EARTH SWEETENER COMPANY LLC	85/644937	March 26, 2013
NOTHING TO HIDE	WHOLE EARTH SWEETENER COMPANY LLC	3797328	June 01, 2010
PURE VIA	WHOLE EARTH SWEETENER COMPANY LLC	3974896	Jun 07, 2011
PURE VIA LOGO (2 Words Vertically Stacked) IN A LEAF CIRCLE (COLOR)	WHOLE EARTH SWEETENER COMPANY LLC	3974897	Jun 07, 2011
PURE VIA STEVIA LOGO (3 WORDS VERTICALLY STACKED)	WHOLE EARTH SWEETENER COMPANY LLC	85710792	August 23, 2012
SWEET SIMPLICITY	WHOLE EARTH SWEETENER COMPANY LLC	85915988	April 30, 2013
TASTE THE NEXT GENERATION OF SWEET	WHOLE EARTH SWEETENER COMPANY LLC	86225752	March 15, 2014
THE NEXT GENERATION OF SWEET	WHOLE EARTH SWEETENER COMPANY LLC	77/553570	Aug 22, 2008
WESCO NEW LOGO (COLOR)	WHOLE EARTH SWEETENER COMPANY LLC	3636630	Jun 09, 2009
WHOLE EARTH SWEETENER CO. WITH LEAF IN COLOR	WHOLE EARTH SWEETENER COMPANY LLC	85/718598	March 29, 2013

Trademark Applications

Title	Owner	Registration / Application Number	Filing Date
EQUAL	MERISANT COMPANY	85762146	Oct 24, 2012
EQUAL EVERYWHERE	MERISANT COMPANY	77/911168	Jan 13, 2010

EQUAL ORIGINAL IN STYLIZED LETTERS	MERISANT COMPANY	85751831	October 11, 2012
EQUAL ORIGINAL IN STYLIZED LETTERS AND COLOR	MERISANT COMPANY	85751812	October 11, 2012
EQUAL. THE ONE THEY WANT	MERISANT COMPANY	85/364450	Jul 06, 2011

SCHEDULE D

TRADEMARK LICENSES, PATENT LICENSES AND COPYRIGHT LICENSES

Trademark Licenses

Title	Owner	Licensee	Registration / Application Number	Filing Date
	PureCircle Limited	Whole Earth Sweetener Company LLC	3990787	December 3, 2009

Patent License

None.

Copyright Licenses

None.

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