TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340785

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	After-Acquired Intellectual Property Security Agreement (First Supplemental Filing) - First Lien
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mafco Worldwide LLC	FORMERLY Mafco Worldwide Corporation	05/08/2015	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: 14

Property Type	Number	Word Mark
Registration Number:	3721737	BEAUTY BLANKET
Registration Number:	0084018	TRADE MARK
Registration Number:	0612290	MAFCO
Registration Number:	0856843	MAFCO
Registration Number:	0864099	MAFCO
Registration Number:	0997652	MAFCO-MAGNASWEET
Registration Number:	1469567	MAG
Registration Number:	2331742	MAGNASWEET
Registration Number:	3722297	MAGNASWEET
Registration Number:	1278230	RIGHT DRESS
Registration Number:	0764149	RIGHT DRESS
Registration Number:	0753781	SHIP BRAND
Registration Number:	0753608	SHIP BRAND
Registration Number:	0753563	SHIP BRAND

OP $365.00 3721737

CORRESPONDENCE DATA

Fax Number: 7147558290

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: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	054867-0001
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	05/08/2015

Total Attachments: 6
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AFTER-ACQUIRED INTELLECTUAL PROPERTY SECURITY AGREEMENT
(FIRST SUPPLEMENTAL FILING)

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING), dated as of May 8, 2015 (as amended, supplemented or otherwise modified from time to time, the "First Supplemental 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).

WHEREAS, Flavors Holdings Inc. (the "Borrower") and PCT International Holdings Inc. have entered into the First Lien Credit Agreement dated as of October 3, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain Amendment No. 1 to the First Lien Credit Agreement, dated as of October 8, 2014, the "Credit Agreement"), with the banks, financial institutions and other entities (the "Lenders") from time to time party thereto and the Agent.

WHEREAS, 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 First Lien Guarantee and Collateral Agreement dated as of October 3, 2014, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, 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, including but not limited to After-Acquired Intellectual Property of the Grantors, to the Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this First Supplemental Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

WHEREAS, the Intellectual Property Security Agreement was recorded against certain United States Intellectual Property at Reel/Frame 5382/0785.

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

SECTION 1. 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

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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 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 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, (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, (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

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(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, 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.

SECTION 2. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights, the United States Commissioner of Patents and Trademarks and any other applicable government officer record this First Supplemental Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This First Supplemental Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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 First Supplemental Intellectual Property Security Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This First Supplemental Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This First Supplemental Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this First Supplemental Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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

MAFCO WORLDWIDE LLC

By: _____
Name: Thomas M. Molchan
Title: Senior Vice President, General Counsel and Secretary

MERISANT COMPANY

By: _____
Name: Jonathan Cole
Title: Secretary

WHOLE EARTH SWEETENER COMPANY LLC

By: **MERISANT COMPANY**
Its Sole Managing Member

By: _____
Name: Jonathan Cole
Title: Secretary

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TRADEMARKS

Title	Owner	Registration / Application Number	Registration Date
BEAUTY BLANKET- TM	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	3,721,737	12/8/2009
Design of Ship	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	84,018	10/31/1911
MAFCO	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	612,290	9/13/1955
MAFCO & Design	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	856,843	9/17/1968
MAFCO & Design	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	864,099	1/28/1969
MAFCO-MAGNASWEET	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	997,652	11/5/1974
MAG	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	1,469,567	12/22/1987
MAGNASWEET (Stylized)	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	2,331,742	3/21/2000
MAGNASWEET	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	3,722,297	12/8/2009
RIGHT DRESS	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	1,278,230	5/15/1984
RIGHT DRESS & Design	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	764,149	2/4/1964
SHIP BRAND	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	753,781	7/30/1963
SHIP BRAND	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	753,608	7/30/1963
SHIP BRAND	Mafco Worldwide LLC (f/k/a Mafco Worldwide Corporation)	753,563	7/30/1963
equal original	MERISANT COMPANY	4498993	3/18/2014
equal original in stylized letters	MERISANT COMPANY	4515564	4/15/2014
CRAFTED FOR COFFEE	WHOLE EARTH SWEETENER COMPANY LLC	4388380	8/20/2013
LEAF IN COLOR IN BROWN BOX	WHOLE EARTH SWEETENER COMPANY LLC	4495626	3/11/2014
PURE VIA STEVIA LOGO (3 WORDS VERTICALLY STACKED)	WHOLE EARTH SWEETENER COMPANY LLC	4463642	1/7/2014
PURE VIA STEVIA LOGO (3 WORDS VERTICALLY STACKED)	WHOLE EARTH SWEETENER COMPANY LLC	4485937	2/18/2014
TASTE THE NEXT GENERATION OF SWEET	WHOLE EARTH SWEETENER COMPANY LLC	4662406	12/30/2014

WHOLE EARTH SWEETENER CO. WITH LEAF IN COLOR	WHOLE EARTH SWEETENER COMPANY LLC	4444870	12/3/2013