

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flavor Delite, Inc.		07/23/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	The Thomas B. Semans, III Trust, Under Trust Agreement Dated March 31, 1992, As Amended and Restated October 4, 1996		
Street Address:	10002 Asheboro Street		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75035		
Entity Type:	TRUST: TEXAS		
Composed Of:	<ul style="list-style-type: none"> Jane Iscaro, as Trustee, UNITED STATES, INDIVIDUAL 		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1070700	MIXED-UP	
Registration Number:	1032438	JANE'S KRAZY MIXED-UP	
Registration Number:	1066332	KRAZY MIXED-UP	
Registration Number:	0801977	JANE'S KRAZY MIXED-UP SALT	
CORRESPONDENCE DATA			
Fax Number:	3058580008		
<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>			
Phone:	3058588000		
Email:	msantana@malloylaw.com		
Correspondent Name:	Jennie S. Malloy, Esq.		
Address Line 1:	2800 S.W. 3rd Avenue		
Address Line 4:	Miami, FLORIDA 33129		
ATTORNEY DOCKET NUMBER:	7.240.12		
NAME OF SUBMITTER:	Jennie S. Malloy		
SIGNATURE:	/Jennie S. Malloy/		
DATE SIGNED:	08/07/2015		

OP \$115.00 1070700

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement"), is made and entered into as of the 23rd day of July, 2015 (the "Effective Date"), by Flavor Delite, Inc., a Florida corporation having its principal place of business at 752 Harbour Isles Way, Palm Beach Gardens, Florida 33410, as successor in interest to Flavor Delite, Inc., a dissolved New Jersey corporation (hereinafter referred to as "Flavor Delite"), in favor of The Thomas B. Semans, III Trust, Under Trust Agreement Dated March 31, 1992, As Amended and Restated October 4, 1996, whose address is 10002 Asheboro Street, Frisco, Texas 75035 (hereinafter referred to as the "Semans Trust").

WITNESSETH, THAT:

WHEREAS, the Semans Trust has agreed to assign its rights to the trademarks and registrations, including any pending applications, described in Exhibit A hereto (the "Trademarks," "Registrations" and "Applications" respectively) to Flavor Delite pursuant to a handwritten Settlement Agreement and a formal typewritten Confidential Settlement Agreement entered into between the parties to resolve the claims at issue in United States District Court Case No.: 14-cv-80644 (the "Settlement Agreement"); and

WHEREAS, pursuant to the Settlement Agreement, Flavor Delite has agreed to pay the Semans Trust the sums set forth in the parties' Settlement Agreement, with the first payment being due on July 23, 2015 (collectively, the "Payments" or each, a "Payment"); and

WHEREAS, as collateral and security for the full and timely payment of the Payments, Flavor Delite hereby grants to the Semans Trust a security interest in the Collateral, as hereinafter defined;

NOW, THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the Settlement Agreement and the Payments, Flavor Delite agrees as follows:

1. The foregoing recitals are true and correct, and are incorporated herein.
2. Flavor Delite hereby pledges and grants to the Semans Trust a security interest in and to all of its right, title and interest in, to and under all of the following:
 - (a) The Trademarks, Registrations and Applications;
 - (b) All goodwill associated with such Trademarks, Registrations and Applications; and

(c) All proceeds of any and all of the foregoing, including without limitation any and all license agreements that relate to or pertain to any of the Trademarks, Registrations and Applications.

(hereinafter collectively referred to as the "Collateral.")

3. The security interest created hereby is given to secure the full and timely payment of the Payments by Flavor Delite to the Semans Trust pursuant to the terms of the Settlement Agreement, and any and all extensions or renewals thereof, if any, as may be mutually agreed upon in writing by the parties, and to secure the faithful performance by Flavor Delite of the agreements and covenants set forth therein and in this Agreement.

4. Flavor Delite represents and warrants that, to the best of its knowledge, the Collateral, but not including the U.S. Trademarks and Registrations acquired by Flavor Delite as of the date of the first Payment made to the Semans Trust pursuant to the Settlement Agreement, is free and clear of all liens, encumbrances and security interests, except the security interest granted hereby. To the best knowledge of Flavor Delite, no financing statements pertaining to any or all of the Collateral or the proceeds thereof are on file in any public office. As of the Effective Date, Flavor Delite agrees that it shall, at its sole cost and expense, take all reasonable steps to defend the Collateral, but not including the U.S. Trademarks and Registrations acquired by Flavor Delite as of the date of the first Payment made to the Semans Trust pursuant to the Settlement Agreement, against the claims or demand of any and all persons at any time claiming an interest in said Collateral, other than the Semans Trust.

5. Flavor Delite authorizes the Semans Trust to file, in domestic jurisdictions where this authorization will be given effect, documents describing the Collateral in the same manner as it is described herein, as are necessary to perfect its security interest in the Collateral in the United States, including without limitation a UCC-1 financing statement with the Florida Secured Transaction Registry in the form attached hereto as Exhibit B, and such other similar/required documents.

6. Pursuant to the terms of the Settlement Agreement and an Escrow Agreement (as such term is defined in the Settlement Agreement), Flavor Delite shall deposit with Flavor Delite's attorney, Robert Critton, Esq., as escrow agent (the "Escrow Agent"), a fully executed, but undated, assignment of certain of the Trademarks and Registrations comprising the Collateral to be signed by Flavor Delite with this Agreement, which documents shall transfer ownership of certain of the Collateral at issue back to the Semans Trust in the event of a Default (as hereinafter defined) on the Payments due to the Semans Trust. For purposes of this Agreement, a "Default" shall mean the failure to make a Payment or Payments and to cure such payment failure in accordance with the time periods prescribed in the Settlement Agreement. The Escrow Agent shall hold same subject to the terms of this Agreement and the Escrow Agreement, which is also to be contemporaneously executed by the parties and Escrow Agent.

7. The Semans Trust agrees to pay all costs of filing or recording in the IP Filing Office, and in any other appropriate domestic public offices including without limitation a UCC-

1 with the Florida Secured Transaction Registry, such instruments or documents as authorized herein to perfect its security interest in the Collateral. The term "IP Filing Office" means, as applicable, the United States Patent and Trademark Office (the "USPTO"), and any similar United States federal or State office or agency.

8. Flavor Delite agrees that until the full and complete payment of the Payments is made to the Semans Trust pursuant to the Settlement Agreement, Flavor Delite shall not, without the prior written consent of the Semans Trust:

- A. Permit any liens or security interests to attach to the Collateral, other than the Semans Trust's security interest granted hereunder; or
- B. Permit any of the Collateral to be levied upon pursuant to legal process; or
- C. Sell, transfer or assign any of the Collateral, or any interest therein, or enter into any agreement to sell, transfer or assign any of the Collateral or any interest therein; or
- D. Permit the occurrence of any event or the continuation of any condition which might impair the value of the Collateral or the security interest created by this Agreement.
- E. Enter into any new intellectual property license or other license or agreement affecting the Collateral with Haddon House Food Products, Inc., or other company owned or controlled by David Anderson Sr. and/or David Anderson, Jr., unless such license or agreement is terminable at will by Flavor Delite or, in the event of a Default under the Settlement Agreement, by the Semans Trust.
- F. Enter into any new intellectual property license or other license or agreement affecting the Collateral with a third party (other than Haddon House Food Products, Inc., or any company owned or controlled by David Anderson Sr. and/or David Anderson, Jr.) that is (i) not terminable at will, or is (ii) for a fixed term longer than 18 months, unless such fixed term agreement is on commercially reasonable terms approved in writing in advance by the Semans Trust, which such approval shall not be unreasonably withheld or delayed.

9. Flavor Delite agrees that until the full and complete payment of the Payments is made to the Semans Trust pursuant to the Settlement Agreement, Flavor Delite shall:

- A. Obtain all renewals permitted by applicable law of the registered trademarks found in Exhibit A at Flavor Delite's sole expense; and
- B. Promptly pay when due all taxes and assessments levied upon the Collateral or for its use or operation.

- C. Take all reasonable steps to prosecute those Trademark Applications which are now pending as more particularly described in Exhibit "A" hereto.

10. So long as Flavor Delite is not in Default, Flavor Delite may have use of the Collateral and may use the Collateral in any lawful manner not inconsistent with this Agreement.

11. Flavor Delite shall not merge or consolidate with any other entity, or change the name under which Flavor Delite conducts business, without having first obtained the prior written consent of the Semans Trust, which consent shall not be unreasonably withheld.

12. Flavor Delite shall be in default under this Agreement upon the occurrence of any one or more of the following acts, events or conditions upon receiving written notice of any such acts by Semans Trust and having an opportunity to cure pursuant to the procedures specified in the Settlement Agreement:

- A. Flavor Delite's event of Default; or

- B. The sale or encumbrance, to or of any of the Collateral or the occurrence of any levy, seizure, or attachments thereof or thereon; or

- C. Flavor Delite becomes insolvent or unable to pay its debts as they mature, or makes any assignment for the benefit of creditors, or the filing of a petition in bankruptcy; or

- D. The violation by Flavor Delite of any of the terms and conditions of this Agreement or the Settlement Agreement.

- E. Any acts or omissions of Flavor Delite that result in the Semans Trust not having a perfected security interest in the Collateral.

13. Upon the occurrence of any event of Default, or at any time thereafter, the Semans Trust may, at its option, exercise the rights afforded to the Semans Trust pursuant to the Settlement Agreement. The Semans Trust shall have and exercise from time to time any and all rights and remedies of the Semans Trust under the Uniform Commercial Code, and corresponding provisions of any Federal laws or the laws of other jurisdictions where the Semans Trust's security interest may be perfected, and any and all rights and remedies available to it under any other applicable laws. Any notice of sale, disposition, or other intended action relating to the Collateral by the Semans Trust shall be sent to Flavor Delite at the address of Flavor Delite specified above, or to any other address of Flavor Delite shown in the records of the Semans Trust, within the time frames established by the Settlement Agreement. Upon a Default, Flavor Delite shall immediately cease using or making use of any of the Collateral.

14. No waiver by the Semans Trust with respect to any single event of Default shall operate as a waiver with respect to any other event of Default, or to the same event of Default on a future occasion. No delay or omission on the part of the Semans Trust in the exercise of any

right or remedy hereunder, or available to the Semans Trust under any applicable law, shall operate as a waiver thereof, and no single or partial exercise by the Semans Trust of any right or remedy shall preclude the Semans Trust's resort to any other right or remedy.

15. Flavor Delite represents and warrants that it is a validly formed and active Florida corporation, with the power and capacity to enter into and perform all of its obligations under this Agreement. Flavor Delite's execution and delivery of this Agreement has been duly authorized by all necessary corporate actions.

16. Flavor Delite will, for such time as this Agreement is in effect, comply in all material respects with all United States federal, State and local laws and regulations applicable to the Collateral and with all international laws and regulations applicable to the Collateral. Flavor Delite will, at its expense, take all reasonable steps to (i) maintain the registrations of all registered Collateral in full force and effect, (ii) prosecute any pending applications for Collateral registration, and (iii) prevent any Collateral from being abandoned, forfeited or dedicated to the public.

17. Flavor Delite will use proper statutory notices in connection with its use of the Collateral.

18. Time is of the essence with respect to each obligation imposed upon Flavor Delite and the Semans Trust pursuant to this Agreement.

19. The provisions of this Agreement are cumulative, and in addition to those set forth in the Settlement Agreement.

20. The rights of the Semans Trust hereunder shall inure to the benefit of its successors, heirs or assigns. Flavor Delite may not assign this Agreement to any third party without the written consent of the Semans Trust, which consent shall not be unreasonably withheld. All obligations of Flavor Delite hereunder shall be binding upon its successors and assigns.

21. This Agreement shall be delivered to the Semans Trust in the State of Florida and shall be construed in accordance with the laws of Florida, excluding all principles of choice of laws, conflict of laws, or comity.

22. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable laws, but if any term or provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction under applicable laws, such provision shall be ineffective to the extent of such prohibition of invalidity, but shall not invalidate the remainder of the terms and conditions set forth in this Agreement.

23. This Agreement may only be modified by authorized representatives of the parties in a mutually agreed upon writing that references itself as an amendment to the Agreement.

24. Upon the timely or early payment in full of Flavor Delite's Payments to Semans Trust pursuant to the terms of the Settlement Agreement, this Agreement shall terminate as provided herein, and the Escrow Agent shall deliver the executed assignments of the Collateral to Flavor Delite or otherwise proceed as provided in the Escrow Agreement. The Semans Trust shall prepare, execute, acknowledge, and deliver to Flavor Delite an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Agreement within 7 days of the timely or early payment in full of Flavor Delite's Payments to Semans Trust pursuant to the terms of the Settlement Agreement and shall reasonably cooperate with Flavor Delite to record, file or otherwise confirm such release and/or termination. Expenses to record the release documents shall be paid by the Semans Trust. All expenses for drafting and filing documents necessary to terminate this Agreement shall be paid by the Semans Trust.

25. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

26. Flavor Delite authorizes and consents to the Semans' Trust recording this Agreement with the USPTO, at the Semans Trust's expense.

IN WITNESS WHEREOF, Flavor Delite has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Signed, Sealed and Delivered
in the presence of:

FLAVOR DELITE, INC., a Florida Corporation

Print name: Robert D. Carter, Jr.

Print name: BARBARA UJARY

By: David H. Anderson
Name: DAVID H. ANDERSON
Title: PRESIDENT

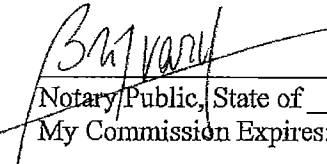
STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 23rd day of July, 2015, by DAVID H. ANDERSON as _____ of Flavor Delite, Inc., a Florida corporation. He/she is personally known to me or has produced FLORIDA DRIVER LICENSE as identification and did/did not take an oath.



Notary Seal:

BARBARA UJVARY
MY COMMISSION # FF 087163
EXPIRES: February 16, 2018
Bonded Thru Budget Notary Services



Notary Public, State of FLORIDA
My Commission Expires: _____

Exhibit A**U.S. Trademarks & Registrations:**

Country	Registration	Mark
USA	1070700	MIXED-UP
USA	1032438	JANE'S KRAZY MIXED-UP
USA	1066332	KRAZY MIXED-UP
USA	801977	JANE'S KRAZY MIXED-UP SALT

International Trademarks , Registrations & Applications:

Country	Registration	Mark
Taiwan	608213	KRAZY
Hong Kong	199500290	KRAZY MIXEDUP
Japan	2315183	KRAZY MIXEDUP SAL
Japan	4078559	KRAZY
Japan	4105243	KRAZY MIXEDUP
Japan	4806797	(Japanese Word Mark)
Japan	4815852	(Japanese Color Design)
Japan	4815853	(English B&W Design)
Japan	5380887	(English Color Design)
Japan	5380888	(English Design)
Japan	5380889	(KRAZY Color Design)
Japan	5380890	(KRAZY MIXED-UP Design)
Republic of Korea	4002903170000	KRAZY MIXEDUP
Republic of Korea	4002903170000	KRAZY MIXEDUP
Republic of Korea	4002903170000	KRAZY MIXEDUP
Republic of Korea	Application	Color Design
China	9116871	KRAZY MIXEDUP
China	9149900	Mixed Up Salt Design
China	Pending Application	Mixed Up Seasonings Design
Thailand	TM47699	KRAZY MIXEDUP