TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM351987 Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the supporting legal documentation previously recorded on Reel 003948 Frame 0415. Assignor(s) hereby confirms the Assignment of the entire interest and goodwill
RESUBMIT DOCUMENT ID:	900331390

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
ACH Food Companies, Inc.		10/25/2008	CORPORATION: DELAWARE	

RECEIVING PARTY DATA

Name:	ACH Jupiter LLC	
Street Address:	7171 Goodlett Farms Parkway	
City:	Cordova	
State/Country:	TENNESSEE	
Postal Code:	38016	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type Number		Word Mark		
Registration Number:	1319605	RICHTEX		

CORRESPONDENCE DATA

Fax Number: 6144641737

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.

614.559.7282 Phone:

Email: squimby@fbtlaw.com, trademarks@fbtlaw.com, sross@fbtlaw.com,

kcomella@fbtlaw.com

Correspondent Name: Samantha M. Quimby

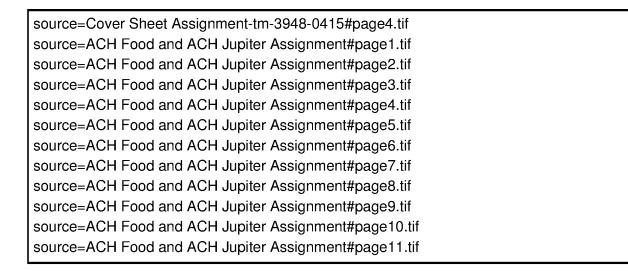
10 West Broad Street, Suite 2300 Address Line 1:

Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Samantha M. Quimby
SIGNATURE:	/samantha m quimby/
DATE SIGNED:	08/19/2015

Total Attachments: 15

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Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Name Formerly		Entity Type	
ACH Food Companies, Inc.		10/25/2008	CORPORATION: DELAWARE	

RECEIVING PARTY DATA

Name:	ACH Jupiter LLC	
Street Address:	7171 Goodlett Farms Parkway	
City:	Cordova	
State/Country:	TENNESSEE	
Postal Code:	38016	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 82

Property Type	Number	Word Mark
Registration Number:	1687994	ALPINE
Registration Number:	0900887	
Registration Number:	0279294	BBS
Registration Number:	1891797	BLENDED DELIGHT
Registration Number:	3168742	BUCKEYE
Registration Number:	0028095	BUCKEYE
Registration Number:	0563479	CAPITAL
Registration Number:	1671909	CAPITAL PUFF PASTRY MARGARINE
Registration Number:	2310748	CARUSO
Registration Number:	3302377	CARUSO
Registration Number:	1841439	CLARITY
Registration Number:	2946153	DRITEX
Registration Number:	1067343	ENRICO CARUSO
Registration Number:	2734992	ENRICO CARUSO
		TDADEMADK

TRADEMARK REEL: 005603 FRAME: 0667 2 \$2065,00 1687994

Registration Number:	2911796	FENIX
Registration Number:	2695944	FIESTA RICA
Registration Number:	2695943	FIESTA RICA
Registration Number:	2999193	FRYMAX
Registration Number:	0654231	FRYMAX
Registration Number:	1746509	FRYMAX CANOLA SUPREME
Registration Number:	2909163	FRYMAX PROFESSIONAL PREP
Registration Number:	3045963	FRYMAX ZT
Registration Number:	1719356	FRY-RATER
Registration Number:	0713934	GLESTER
Registration Number:	0297961	НИМКО
Registration Number:	0510657	HYMAR
Registration Number:	1711952	HY-MELT
Registration Number:	1697237	НҮМО
Registration Number:	0695412	HYTEX
Registration Number:	1056195	JAXMOR
Registration Number:	0367645	KERBA
Registration Number:	0532298	KLE-KO
Registration Number:	0733853	LIQUIMIX
Registration Number:	3143381	MAZOLA ZT
Registration Number:	0588467	MELLO-MIX
Registration Number:	0878338	MEL-O-BAKE
Registration Number:	2591361	MRS. TUCKER'S
Registration Number:	0133999	MRS. TUCKERS.
Registration Number:	0537617	
Registration Number:	0710029	
Registration Number:	2615054	
Registration Number:	0902721	NUTEX
Registration Number:	2272313	NUTRI-LIPIDS
Registration Number:	2795767	PREP
Registration Number:	3276419	PREP ZT
Registration Number:	3021941	PRIMEX
Registration Number:	3242512	PRIMEX
Registration Number:	2867788	PROFESSIONAL PREP
Registration Number:	2858821	PROFESSIONAL PREP TRADEMARK

Registration Number:	1971471	PARADISE BAKERY & CAFE
Registration Number:	0575572	PS
Registration Number:	0647940	PSM
Registration Number:	1636907	REFINED INTERESTS
Registration Number:	1349782	RICHMIX
Registration Number:	0340658	RICHTEX
Registration Number:	1104872	RICHTEX
Registration Number:	0775080	SHURSET
Registration Number:	1319605	RICHTEX
Registration Number:	0971471	PS
Serial Number:	78487225	PURLITE
Registration Number:	0565381	STERLING
Registration Number:	1869802	SUNLIFE
Registration Number:	1187891	SUNOLA
Registration Number:	0579076	SUPER "G"
Registration Number:	0520637	SUPER FRY
Registration Number:	0308251	SWEETEX
Registration Number:	1246513	TAS-TEE
Registration Number:	1302918	TEMTEX
Registration Number:	0612734	TEM-TEX
Registration Number:	1383553	TRISUN
Registration Number:	1546645	TRISUN
Registration Number:	1668661	ULTRA CAKE
Registration Number:	1250571	VELVET
Registration Number:	2805083	VICTORY
Registration Number:	0752604	VITAL
Registration Number:	0590876	WHIRL
Registration Number:	3024604	WHIRL
Registration Number:	3143379	WHIRL ZT
Registration Number:	1119364	WONDER
Registration Number:	1159338	CORNOLA
Registration Number:	0646189	FLAIR
Registration Number:	2164278	APEX

CORRESPONDENCE DATA

Fax Number: (614)464-1737

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 614-559-7233

Email: nhudson@fbtlaw.com

Correspondent Name: Nicolette R. Hudson

Address Line 1: 10 W. Broad Street, Suite 2300

Address Line 2: Frost Brown Todd LLC
Address Line 4: Columbus, OHIO 43215

NAME OF SUBMITTER:	Nicolette R. Hudson	
Signature:	/nicolette r hudson/	
Date:	03/09/2009	

Total Attachments: 4

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ACH FOOD COMPANIES, INC. AND ACH JUPITER LLC INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE

This Intellectual Property Assignment and License ("Agreement") is between ACH FOOD COMPANIES, INC. ("ACH"), a Delaware corporation and its wholly-owned subsidiary ACH JUPITER LLC, a Delaware limited liability company ("Jupiter") and shall be effective as of October 25, 2008 (the "Effective Date").

WHEREAS, Jupiter and ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation, have entered into a Joint Venture Agreement dated October 25, 2008 (the "JVA") concerning their rights and obligations as members of STRATAS FOODS LLC, a Delaware limited liability company;

WHEREAS, the JVA requires Jupiter to assign certain intellectual property to STRATAS FOODS LLC (the "JVA Intellectual Property Obligation");

WHEREAS, ACH desires to assign certain intellectual property to Jupiter in order that Jupiter may comply with its JVA Intellectual Property Obligation;

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

1. <u>Definitions</u>

- 1.1. Capitalized terms used herein and not otherwise defined herein will have the meanings given such terms in the JVA.
- 1.2. "Intellectual Property" shall mean those Patents, Trademarks, Copyrights, Trade Secrets, and other intellectual property identified on Exhibit A.
- 1.3. "Intellectual Property Licenses" shall mean the Patent and Trade Secret License defined in Section 4.1, the Trademark License defined in Section 5.1, and the Copyright License defined in Section 6.1 collectively.
- 1.4. "Joint Developments" shall mean any inventions, developments, discoveries or improvements, whether patentable or not, relating to the Patents and/or Trade Secrets conceived, first reduced to practice, made or developed jointly by both ACH and Jupiter.
- 1.5. "Proprietary Information" shall mean the Patents and Trade Secrets and any information related thereto, including without limitation any unpublished patent applications. Notwithstanding the previous sentence, "Proprietary Information" shall not include any information which (a) at the time of disclosure or thereafter is generally available to and known by the public other than as a result of an improper disclosure directly or indirectly by ACH, (b) was or becomes available to ACH on a non-confidential basis from a source other than Jupiter provided such source is not at the time of disclosure bound by a confidentiality obligation benefiting Jupiter, or (c) ACH can demonstrate was independently acquired or developed by ACH without reference to the Proprietary Information and without violating ACH's obligations under this Agreement.

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- 1.6. "Territory" shall mean the United States, Canada, and Puerto Rico.
- 2. <u>Intellectual Property Assignment</u>. ACH hereby grants, assigns, transfers, and conveys to Jupiter, ACH's entire right, title and interest in and to the following property in the Territory, whether now existing or hereafter arising or acquired:
 - 2.1. the Intellectual Property and the goodwill therein; and
 - 2.2. any and all agreements of any kind pursuant to which ACH may have heretofore acquired any right, title or interest in or to the Intellectual Property (collectively "Related Agreements").

3. <u>Jupiter's Obligations</u>

- 3.1. Jupiter hereby assumes and agrees to be bound by all obligations of ACH which accrue after the date hereof pursuant to the Related Agreements assigned hereunder.
- 3.2. Jupiter hereby assumes the obligation and agrees to prosecute and maintain the Patents and Trademarks.

4. Patent and Trade Secret License to ACH

4.1. Jupiter hereby grants to ACH a perpetual and irrevocable (except as provided in Section 12 below), non-exclusive, transferable, royalty-free right and license (with a right to sublicense) in and to the Patents and Trade Secrets in the Territory in connection with ACH's consumer retail and commodity oil businesses to make, have made, use, offer for sale, import and/or sell apparatus, methods and/or products based on, made using, or incorporating the Patents, Trade Secrets, or both (the "Patent and Trade Secret License").

5. Trademark License to ACH

5.1. <u>Trademark License</u>. Jupiter hereby grants to ACH a perpetual and irrevocable (except as provided in Section 12 below), non-exclusive, transferable, royalty-free, right and license, (with a right to sublicense) in and to the Trademarks in the Territory to be used in connection with the manufacture, sale, distribution, importation, and promotion of goods and services in connection with ACH's consumer retail and commodity oil businesses (the "Trademark License").

5.2. Maintenance of Reputation and Quality.

- 5.2.1 ACH agrees that the nature and quality of all goods and services sold by ACH under the Trademarks, and all related presentation, advertisement, promotion, and sale, shall conform to the standards set by Jupiter and be under Jupiter's control.
- 5.2.2 ACH acknowledges that it is an essential condition of this Agreement to protect the high reputation enjoyed by Jupiter, and that the goods and services sold, promoted, or advertised in association with the Trademarks shall be of high and consistent quality, subject to the approval and

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continuing supervision and control of Jupiter. ACH shall use the Trademarks only in the form and manner and with such legends as Jupiter may prescribe.

5.3. Ownership of the Trademarks. ACH acknowledges Jupiter's exclusive right, title and interest in and to the Trademarks and the goodwill of the business in connection with which the Trademarks are used and that all use of the Trademarks licensed hereunder inures to the benefit of Jupiter. ACH shall not at any time cause to be done any act or thing contesting, challenging, impugning, attacking, diluting, impairing, or otherwise injuring any part of such right, title and interest. No right, title, or interest, except the license interest granted by this Trademark License, is transferred to ACH. Upon termination of this Trademark License, ACH shall cease all use of the Trademarks and assigns, transfers and conveys to Jupiter all Trademarks, service marks, equities, goodwill, titles or other rights, titles and interests in and to the Trademarks which may have been obtained by ACH or which may have vested in ACH as a result of its activities under this Trademark License.

6. Copyright License to ACH

6.1. Jupiter grants to ACH a perpetual and irrevocable (except as provided in Section 12 below), non-exclusive, transferable, royalty-free right and license (with a right to sublicense) in the Territory in and to the Copyrights, including any renewals and extensions thereof in connection with ACH's consumer retail and commodity oil businesses to reproduce, distribute, publicly display, publicly perform, create derivative works based upon, transmit and otherwise use the subject matter covered by the Copyrights, and any portion of the same, alone or in combination with any other material (the "Copyright License").

7. <u>Developments and Improvements</u>

- 7.1. Developments and Improvements Made By Jupiter. The parties agree that if any inventions, developments, discoveries or improvements, whether patentable or not, relating to the Patents and/or Trade Secrets are conceived, first reduced to practice, made or developed by Jupiter during the Term, Jupiter shall own all right, title and interest in such inventions, developments, discoveries or improvements and any patents that may be granted thereon in any country in the world. Any such inventions, developments, discoveries, or improvements shall be promptly disclosed to ACH and shall be part of the Trade Secrets and any patents that may be granted thereon shall be part of the Patents.
- 7.2. Developments and Improvements Made By ACH. The parties agree that if any inventions, developments, discoveries or improvements, whether patentable or not, relating to the Patents and/or Trade Secrets are conceived, first reduced to practice, made or developed by ACH during the Term, ACH shall own all right, title and interest in such inventions, developments, discoveries or improvements and any patents that may be granted thereon in any country in the world. Any such inventions, developments, discoveries, or improvements shall be promptly disclosed to Jupiter.
- 7.3. <u>Joint Developments</u>. The parties agree that if any Joint Developments are made

Page 3 of 7

or developed during the Term, ACH and Jupiter shall jointly own all right, title and interest in and to any such Joint Developments. Both ACH and Jupiter shall have the unrestricted right to use any Joint Developments and to make, have made, use, sell, offer for sale, or import any products resulting therefrom; provided, however, that both ACH and Jupiter shall maintain the confidentiality of all Joint Developments in a manner so as to preserve any potential patent rights until such time as either: (a) any potential patent rights have been preserved by the filing of one or more patent applications; or (b) the parties have jointly agreed that no patent application will be filed on such Joint Development.

- 7.4. <u>Derivative Works</u>. ACH shall own all right title and interest in any derivative works based upon or deriving from the Copyrights, including all intellectual property rights therein, which ACH may create pursuant to this Agreement.
- 8. <u>Further Documentation</u>. Each party shall execute, acknowledge, and deliver to the other party, or shall cause the execution, acknowledgment, and delivery to the other party of such further documents and instruments as either party shall deem necessary to effect the intent and purpose of this Agreement.
- Ownership. ACH acknowledges that the Intellectual Property licensed hereunder is protected by patent, copyright, trademark and other proprietary rights and is owned by Jupiter. Nothing in this Agreement shall operate to assign or transfer ownership of the Intellectual Property to ACH. Any rights not expressly granted in this Agreement are expressly reserved.

10. Protection of Jupiter's Rights

- Should ACH become aware of any infringement or misappropriation ("Infringement") by others of any part of the Intellectual Property, ACH shall give prompt written notice thereof to Jupiter. Jupiter, at its sole discretion and sole cost, may commence and prosecute any claims or suits in its own name or the name of ACH, or join ACH as a party thereof, but it is understood and agreed that Jupiter is under no obligation whatsoever to institute suit or take any action on account of such Infringement. ACH shall cooperate with Jupiter as requested by Jupiter and in such case, Jupiter will reimburse ACH's reasonable attorney's fees and costs. Any settlement payment or court-awarded monetary amounts, with the sole exception of reimbursement for ACH's reasonable attorney's fees and costs, shall belong solely to Jupiter. Notwithstanding the foregoing, if Jupiter does not commence or prosecute any claims or suits within 60 days after receiving written notice from ACH of Infringement by others, then ACH, at its sole discretion and sole cost, may commence and prosecute any claims or suits in its own name or the name of Jupiter, or join Jupiter as a party thereof, but it is understood and agreed that ACH is under no obligation whatsoever to institute suit or take any action on account of such Infringement. Jupiter shall cooperate with ACH as requested by ACH and in such case, ACH will reimburse Jupiter's reasonable attorney's fees and costs. Any settlement payment or court-awarded monetary amounts, with the sole exception of reimbursement for Jupiter's reasonable attorney's fees and costs, shall belong to ACH.
- 10.2. In the event any claim or action shall be brought against Jupiter and/or ACH alleging that any part of the Intellectual Property infringes or misappropriates any

third party's intellectual property, Jupiter shall have the sole right and the obligation to take control of any such action and shall indemnify and defend ACH, including but not limited to defending or settling any such claim or action, and ACH expressly agrees that it will not settle or take any action in connection with such claim or action without the prior written consent of Jupiter. ACH shall cooperate with Jupiter as requested by Jupiter and in such case, Jupiter will reimburse ACH's reasonable attorney's fees and costs. In the event that ACH is precluded from, or after any threat of infringement chooses to cease, using any part of the Intellectual Property because of an alleged Infringement of any intellectual property rights of a third party, then, at the option of ACH, Jupiter shall use commercially reasonable efforts to secure for ACH the right to use such Intellectual Property or a substantially similar substitute or ACH shall have the right to terminate this Agreement with respect to such Intellectual Property.

11. <u>Indemnification</u>. ACH shall indemnify, defend, and hold harmless Jupiter and its affiliated companies and their agents, officers, directors, and employees from and against any and all losses, actions, claims, damages, liabilities, costs and expenses, including attorneys' fees, for which they or any of them become liable or may incur or be compelled to pay to the extent arising out of any third party claims arising out of ACH's failure to comply with this Agreement, or to the extent based on any alleged defects in ACH's goods or services, but excluding any claims to the extent based upon the use of the Intellectual Property by ACH in strict accordance with the terms of this Agreement. Jupiter shall provide prompt notice to ACH of any such claim or suit.

12. <u>Termination</u>

12.1. Termination.

- 12.1.1 <u>Breach</u>. This Agreement may be terminated, in whole or in part, at any time by either party upon notice in the event that the other party materially breaches the Agreement, and such breach remains uncured for at least 30 days after the non-breaching party gives written notice of such breach to the other party.
- 12.1.2 Ceasing of Operations. In the event that ACH ceases operations, all rights acquired by ACH and its sublicensees hereunder shall terminate; provided, however, that Jupiter shall accept an assignment and an assumption of ACH's sublicenses from the then existing sublicensees, whereupon Jupiter shall assume all of the obligations of ACH under such sublicenses arising on and after the date on which it accepts such assignment.
- 12.2. Consequences of Termination. Upon termination of any, all, or part of the Intellectual Property Licenses, all rights granted to ACH hereunder with respect to the terminated license, licenses, or part of the same shall cease and ACH shall refrain from further use of the Intellectual Property licensed under the terminated license, licenses, or part of the same. Upon any expiration or termination of this Agreement, any and all terms and conditions of this Agreement which expressly or by their nature are intended to survive such termination will remain in full force and effect, including without limitation Sections 1, 2, 7, 8, 9, 10, 11, 12.1.2, 12.2, 13, and 14 hereof.

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13. <u>Proprietary Information</u>

- 13.1. ACH shall maintain in strict confidence, and shall not use or disclose any Proprietary Information that it receives, has received, creates, or has created in connection with this Agreement, except as permitted under this Agreement. ACH shall require its personnel to agree to do likewise. ACH shall keep Proprietary Information secured at all times, and shall restrict access to any Proprietary Information to authorized ACH personnel only.
- 13.2. Notwithstanding the foregoing, the parties acknowledge that either party may be required by law to disclose Proprietary Information to governmental agencies or authorities of the local and/or federal governments having jurisdiction over either party or the activities of either party under this Agreement. The parties hereby consent to such disclosure if so required provided that the other party, to the extent permitted by law, has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

14. Miscellaneous

- 14.1. <u>Bankruptcy</u>. The intellectual property licenses in this Agreement are subject to 11 U.S.C. § 365(n) of the U.S. Bankruptcy Code. Prior to filing a petition in bankruptcy, Jupiter shall provide ACH written notice of its intent to file such a petition. In addition, in the event that a petition in bankruptcy is filed against Jupiter, Jupiter shall promptly provide ACH notice that such a petition has been filed.
- 14.2. Waiver. The waiver by a party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances.
- 14.3. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, upon written notice to the other party, assign this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets or equity interests. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each party and their respective successors and assigns.
- 14.4. Governing Law. This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, shall be governed by the laws of Delaware, without regard to its conflicts of law principles.
- 14.5. <u>Notices</u>. All notices required or permitted to be given under this Agreement shall be effective when given in writing, with reference to this Agreement and when (a) delivered personally; (b) sent by confirmed email or facsimile, (c) five days after

having been sent by United States mail, registered or certified, return receipt requested, postage prepaid; or (d) two days after deposit with a commercial overnight carrier, with written verification of receipt. All communications shall be sent to the applicable party's address set forth below or to such other address as may be designated by written notice.

To Jupiter:

ACH Jupiter LLC

7171 Goodlett Farms Parkway

Cordova, TN 38016 Attn: General Counsel

To ACH:

ACH Food Companies Inc. 7171 Goodlett Farms Parkway

Cordova, TN 38016 Attn: General Counsel

- 14.6. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be amended only by a writing signed by authorized representatives of the parties.
- 14.7. Headings. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

ACH FOOD COMPANIES, INC.

ACH JUPITER LLC

Name: JACK STRATON

Title: AUTHORIZED REPRESENTATIVE

CINLibrary 0104283.0558106 1884890v9

EXHIBIT A INTELLECTUAL PROPERTY

CONTRIBUTED REGIONAL BRANDS:

1. Bake Rite

Cornola

E-Z Flo

Flair

Fryrite

Krisp-rite

Mrs. Tucker

Richtex

Sunola

Temtex

Vital

Wonder

ALL OTHER CONTRIBUTED TRADEMARKS:

Alpine

Apex

Astral

Baker Man

BBS

Blended Delight

Buckeye

Capital

Capital Puff Pastry Margarine

Caplite

Caruso

Clarity

Cosomar

Cracktex

Dritex

Enrico Caruso

Fenix

Fiesta Rica

Fix

Flav-O-Gold

Flav'r

Frymax

Frymax Canola Supreme

Frymax Professional Prep

Frymax ZT

Fry-Rater

Glester

HB

Hi-Ratio

HUMKO

Humkote

Hydrokote

Hymar

Hy-Melt

HYMO

HYTEX

Icicle

Jaxmor

Kerba

Kle-Ko

EXHIBIT A INTELLECTUAL PROPERTY (continued)

Koflay

Laurel

Liquimix

Marietta

Marigold

Marpuff

Mazola Soy Select

MAZOLA ZT

Mello-mix

Mel-O-Bake

Meva

My-Melt

Newe-Frye

Nutex

Nutri-lipids

PFO

Prep

Prep ZT

Primex

Professional Prep

PS

PSM

Pureco

Purelight

Purelite

Purlite

Refined Interests

Richmix

Season

Shurset

Soymar

SP Sterling

Sunlife

Super Bowl

Super Fry

Super G

Sweetex

Tas-Tee

Triex

Trisun

Tri-Sun

Ultra Cake

Velvet

Victory

Whirl

Whirl ZT

2. frymaxzt.com

frytestmanager.com

3. Trade Secrets and Copyrights used by ACH's Product Business as of the Effective Date of this Agreement

PATENTS

Case	Application	Application		T	Patent	Issue	
Туре	Status	Number	File Date	Country Name	Number	Date	Invention Title
ORD	Granted	617064	25-Aug- 1997	Canada	1340360	26-Jan- 1999	SUNFLOWER PRODUCTS AND METHODS FOR THEIR PRODUCTION
ORD	Granted	2219954	03-May- 1996	Canada	2219954	21-Aug- 2000	PUMP SPRAYER FOR VISCOUS OR SOLIDS LADEN LIQUIDS
ORD	Granted	08/499,753	07-Jul-1995	United States of America	5639025	17-Jun- 1997	HIGH VISCOSITY PUMP SPRAYER UTILIZING FAN SPRAY NOZZLE
CIP	Granted	08/625,833	01-Apr- 1996	United States of America	5642860	01-Jul- 1997	PUMP SPRAYER FOR VISCOUS OR SOLIDS LADEN LIQUIDS
ORD	Granted	524554	04-Dec- 1986	Canada	1285289	25-Jun- 1991	HIGH TEMPERATURE VACUUM STEAM DISTILLATION PROCESS TO PURIFY
ORD	Granted	08/534,654	27-Sep- 1995	United States of America	5650185	22-Jul- 1997	NON-AEROSOL UNIFORM SPRAY DISPERSION SYSTEM FOR OIL BASED PRODUCTS
ORD	Granted	08/176,919	30-Jan- 1994	United States of America	5455055	03-Oct- 1995	NON-AEROSOL UNIFORM SPRAY DISPERSION SYSTEM FOR OIL BASED PRODUCTS
ORD	Granted	07/580,335	10-Sep- 1990	United States of America	5073398	17-Dec- 1991	NATURAL FLAVORED VEGETABLE OIL
ORD	Granted	07/897,255	11-Jun- 1992	United States of America	5288619	22-Feb- 1994	ENZYMATIC METHOD FOR PREPARING TRANSESTERIFIED
CON	Granted	07/677,380	27-Mar-	United States of America	5091116	25-Feb- 1992	METHODS FOR TREATMENT OF EDIBLE OILS
CON	Granted	07/941,842		United States of America	5260077	09-Nov- 1993	VEGETABLE OIL COMPOSITIONS

PATENTS (continued)

Case Type	Application Status	Application Number	File Date	Country Name	Patent Number	Issue Date	Invention Title
ORD	Granted	06/841,009	14-Mar- 1986	United States of America	5047254	10-Sep- 1991	PROCESS FOR THE RECOVERY OF EDIBL OIL FROM CEREAL PRODUCTS
ORD	Granted	07/412,300	25-Sep- 1989	United States of America	5204029	20-Apr- 1993	METHODS OF ENCAPSULATING LIQUIDS IN FATTY MATRICES
PRO	Pending	61/032,300	28-Feb- 2008	United States of America			LOW TRANSFAT MARGARINE
ORD	Granted	176,919	30-Jan- 1994	United States of America	5455055	3-Oct- 1995	Non-Aerosol, Uniform Spray Dispersion System for Oil-Based Products
ORD	Granted	534654	27-Sept- 1995	United States of America	5650185	22-July- 1997	Non-Aerosol, Uniform Spray Dispersion System for Oil-Based Products

^{*}Not owned by ACH

TRADEMARK REEL: 005603 FRAME: 0681

RECORDED: 07/16/2015