

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM385346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Agilex Flavors & Fragrances, Inc.		05/23/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 WEST MONROE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4507763	AGILEX FRAGRANCES
Registration Number:	4690042	AQUAFUSE
Registration Number:	4855896	FRAGRANCEDNA
Serial Number:	86040546	AIRCAREDNA
Serial Number:	86040544	FLAVORDNA
Serial Number:	86040550	HEMOCAREDNA
Serial Number:	86711138	HYDROSCENT
Serial Number:	86040548	PERSONALCAREDNA
Serial Number:	86745159	SCENTECH

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 704 503 2600

Email: vbantug@kslaw.com

Correspondent Name: King & Spalding

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

OP \$240.00 4507763

ATTORNEY DOCKET NUMBER:	23743.009011
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	05/23/2016
Total Attachments: 5 source=Agilex - Trademark Security Agreement (2016) (execution version)#page1.tif source=Agilex - Trademark Security Agreement (2016) (execution version)#page2.tif source=Agilex - Trademark Security Agreement (2016) (execution version)#page3.tif source=Agilex - Trademark Security Agreement (2016) (execution version)#page4.tif source=Agilex - Trademark Security Agreement (2016) (execution version)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2016, is made by Agilex Flavors & Fragrances, Inc. ("Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of May 23, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by Agilex Flavors & Fragrances, Inc. (the "Borrower"), FFG Holdings, Inc., the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademarks, including, without limitation, those registered and applied for Trademarks referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

AGILEX FLAVORS & FRAGRANCES, INC.
as Grantor

By: 

Name: Kevin Gilbert

Title: Senior Vice President of Operations
and Finance and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP
as Agent

By: 

Name: Jason Ricketts
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

	Mark	App. No. Reg. No.	App. Date Reg. Date	Owner
1.	AGILEX FRAGRANCES	85895535 4507763	April 4, 2013 April 1, 2014	AGILEX FLAVORS & FRAGRANCES, INC.
2.	AQUAFUSE	86340380 4690042	July 17, 2014 February 17, 2015	AGILEX FLAVORS & FRAGRANCES, INC.
3.	FRAGRANCEDNA	85557392 4855896	March 1, 2012 November 17, 2015	AGILEX FLAVORS & FRAGRANCES, INC.

TRADEMARK APPLICATIONS

	Mark	App. No. Reg. No.	App. Date Reg. Date	Owner
1.	AIRCAREDNA	86040546	August 16, 2013	AGILEX FLAVORS & FRAGRANCES, INC.
2.	FLAVORDNA FLAVORDNA	86040544	August 16, 2013	AGILEX FLAVORS & FRAGRANCES, INC.
3.	HOMECAREDNA	86040550	August 16, 2013	AGILEX FLAVORS & FRAGRANCES, INC.
4.	HYDROSCENT	86711138	July 31, 2015	AGILEX FLAVORS & FRAGRANCES, INC.
5.	PERSONALCAREDNA	86040548	August 16, 2013	AGILEX FLAVORS & FRAGRANCES, INC.
6.	SCENTECH	86745159	September 2, 2015	AGILEX FLAVORS & FRAGRANCES, INC.