

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Company, as successor by merger to General Electric Capital Corporation		10/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Flavor Producers, Inc.		
Street Address:	28350 Witherspoon Parkway		
City:	Valencia		
State/Country:	CALIFORNIA		
Postal Code:	91355-4177		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86650325	EMULZ	
Serial Number:	86650334	ISOZ	
Serial Number:	86650337	PEELZ	
Serial Number:	86650330	TRU BRUZ	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek		
Address Line 1:	111 West Monroe Street, Chapman and Cutl		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Andrea Gniadek		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	10/18/2016		
Total Attachments: 6			

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RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (the "Release"), dated as of October 14, 2016, is executed by GENERAL ELECTRIC COMPANY, as successor by merger to GENERAL ELECTRIC CAPITAL CORPORATION ("GECC"), in its capacity as prior agent for the Lenders ("Prior Agent"), in favor of FLAVOR PRODUCERS, INC. (the "Grantor").

Recitals

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 11, 2015) (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, the other Persons signatory thereto from time to time as Credit Parties, the Lenders and Wells Fargo Bank, N.A., as Agent for the Lenders ("Wells Fargo"), as successor by assignment to GECC, the Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement dated as of June 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), Prior Agent, as successor by merger to GECC, holds a Lien against the intellectual property rights owned by Grantor;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of June 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Prior Agent, as successor by merger to GECC, and granted to Prior Agent, as successor by merger to GECC, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 11, 2015, at Reel/Frame 5551/0101;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of October 5, 2016, by and among Wells Fargo, as Agent for the Lenders, Grantor and the other Credit Parties signatory thereto, Wells Fargo has consented to, among other things, the release and termination of the Lien on the Trademark Collateral, including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, Wells Fargo requests that Prior Agent release its Lien in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prior Agent hereby covenants and agrees as follows:

Prior Agent's Lien in the Trademark Collateral and Collateral granted pursuant to the Trademark Security Agreement and the Guaranty Agreement respectively is hereby terminated and released.

To the extent Prior Agent retains any such interest, Prior Agent hereby assigns, transfers and conveys to Grantor, all of Prior Agent's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Prior Agent is made without any representation or warranty (express or implied) by Prior Agent, except that Prior Agent has not transferred or conveyed any interest therein.

Prior Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Prior Agent authorizes Grantor (or its agents) to file such documentation as is necessary to effect the releases of the Trademark Collateral and Collateral granted hereunder.

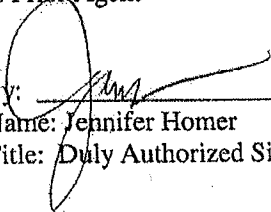
This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, Prior Agent has executed and delivered this Release as of the day and year first above written.

**GENERAL ELECTRIC COMPANY, as successor
by merger to General Electric Capital Corporation,
as Prior Agent**

By: 
Name: Jennifer Homer
Title: Duly Authorized Signatory

ACKNOWLEDGED AND ACCEPTED BY:

WELLS FARGO BANK, N.A.

By: _____
Name:
Title:

[Signature Page to GE Trademark Security Termination]

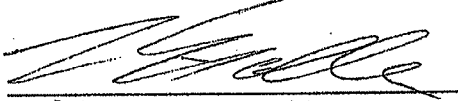
IN WITNESS WHEREOF, Prior Agent has executed and delivered this Release as of the day and year first above written.

GENERAL ELECTRIC COMPANY, as Prior Agent

By: _____
Name: _____
Title: _____

~~ACKNOWLEDGED AND ACCEPTED BY:~~

WELLS FARGO BANK, N.A.

By: 
Name: CAMERON HOLDER
Title: ASSISTANT VICE PRESIDENT

[Signature Page to GE Trademark Security Termination]

SCHEDULE 1

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Date</u>
EMULZ	86650325	June 3, 2015
ISOZ	86650334	June 3, 2015
PEELZ	86650337	June 3, 2015
TRU BRUZ	86650330	June 3, 2015

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Schedule 1