

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prinova Group LLC		01/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4934073	MAKING IDEAS HAPPEN	
Registration Number:	4538417	PRINOVA	
Registration Number:	4265201	PRINOVA YOUR SECRET INGREDIENT.	
Registration Number:	3981335	AMINONOX	
Registration Number:	3817011	FLAVOR SAVOR	
Registration Number:	3601334	PREMIUM INGREDIENTS INTERNATIONAL	
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>			
Phone:	3128637141		
Email:	kristen.lange@goldbergekohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd. 55 E. Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.274		
NAME OF SUBMITTER:	Kristen N. Lange		

OP \$165.00 4934073

SIGNATURE:	/kristenlange/
DATE SIGNED:	01/25/2017
Total Attachments: 5 source=GKLIB-#8285893-v5-JPMorgan_Chase_Prinova_-_Trademark_Security_Agreement#page1.tif source=GKLIB-#8285893-v5-JPMorgan_Chase_Prinova_-_Trademark_Security_Agreement#page2.tif source=GKLIB-#8285893-v5-JPMorgan_Chase_Prinova_-_Trademark_Security_Agreement#page3.tif source=GKLIB-#8285893-v5-JPMorgan_Chase_Prinova_-_Trademark_Security_Agreement#page4.tif source=GKLIB-#8285893-v5-JPMorgan_Chase_Prinova_-_Trademark_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of January 19, 2017, is by PRINOVA GROUP LLC, a Delaware limited liability company ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent for the US Lenders (the "US Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, by and among the Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, the US Administrative Agent, J.P. Morgan Europe Limited, as the EU Administrative Agent, JPMorgan Chase Bank, N.A., London Branch, as EU Collateral Agent and JPMorgan Chase Bank, N.A., Toronto Branch, as the Canadian Administrative Agent (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Revolving Loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the U.S. Administrative Agent that certain Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the US Administrative Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the US Administrative Agent, for the benefit of the US Administrative Agent and the applicable Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of the Secured Obligations (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Licenses providing for the grant by or to Grantor of any right under any of its Trademarks (the "Trademark Licenses"), including those registered Trademarks referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or any Trademark licensed under a Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under a Trademark License; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the US Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the US Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

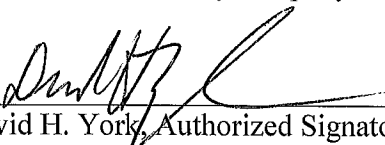
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the US Administrative Agent with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the US Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the US Administrative Agent in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

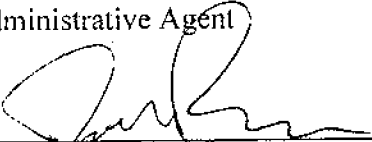
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRINOVA GROUP LLC,
a Delaware limited liability company

By: 
David H. York, Authorized Signatory

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as US Administrative Agent

By: 
Name: John Petry
Title: Authorized officer

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

United States Trademarks

Name of Grantor	Country	Trademark	Registration Date	Registration Number
Prinova Group LLC	USA	MAKING IDEAS HAPPEN	04/05/16	4934073
Prinova Group LLC	USA	PRINOVA	05/27/14	4538417
Prinova Group LLC	USA	PRINOVA YOUR SECRET INGREDIENT.	12/25/12	4265201
Prinova Group LLC	USA	AMINONOX	06/21/11	3981335
Prinova Group LLC	USA	FLAVOR SAVOR	07/13/10	3817011
Prinova Group LLC	USA	PREMIUM INGREDIENTS INTERNATIONAL	04/07/09	3601334

Canadian Trademarks

Name of Grantor	Country	Trademark	Filing Date	Application/Registration Number
Prinova Group LLC	Canada	MAKING IDEAS HAPPEN	7/21/15	1738163
Prinova Group LLC	Canada	Prinova Your secret ingredient. & DESIGN	8/25/14	TMA927652