

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triarco Industries, Inc.		12/31/2012	Corporation:
Reed Company, LLC		12/31/2012	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Innophos Acquisition, LLC		
Street Address:	259 Prospect Plains Road		
Internal Address:	Building A		
City:	Cranbury		
State/Country:	NEW JERSEY		
Postal Code:	08512-3706		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	2223038	3D	
Registration Number:	2240918	3D BOTANICALS	
Registration Number:	2307643	ACTIVESSENCE	
Registration Number:	3088827	AGREE	
Registration Number:	3791228	ALBITEIN	
Registration Number:	3379376	A-LINKAGE	
Registration Number:	2531779	ALPHASTAT	
Registration Number:	1816343	AMINOGEN	
Registration Number:	3101630	AMINOLEAN	
Registration Number:	3990415	AMINOTEIN	
Registration Number:	3758825	AQUA 10	
Registration Number:	2302362	BENCHMARK	
Registration Number:	2404569	BETTER PRODUCTS, BETTER IDEAS	
Registration Number:	2738751	PHYTAVAIL	
Registration Number:	2247888	PHYTOMAX	
Registration Number:	2109465	PHYTOPRINT	
Registration Number:	2375849	POLYOIDS	

CH \$1015.00 2223038

Property Type	Number	Word Mark
Registration Number:	3074478	POM-AGIC
Registration Number:	3565363	PREVENIR
Registration Number:	3796675	PRE-ZERT
Registration Number:	2082625	PROTEIN ACTIVATOR
Registration Number:	2443167	READY-TO-RUN
Registration Number:	3881425	REFUSE TO LOSE
Registration Number:	2532336	QUANTIFIED PROFILE EXTRACTS
Registration Number:	4081217	RESETTIN
Registration Number:	2355472	SECOND NATURE
Registration Number:	2460481	SEROTAIN
Registration Number:	2195145	STARCEL
Registration Number:	3758826	STEROCEL
Registration Number:	3967362	SWEETIVA
Registration Number:	3294854	SWEET PEA
Registration Number:	2707865	THE FILLER WITH FUNCTION
Registration Number:	2409063	THE MORE YOU USE, THE MORE YOU LOSE
Registration Number:	2968307	THE UN-EPHEDRA
Registration Number:	2495440	TRIARCO BENCHMARK BOTANICALS
Registration Number:	3857203	TRIMZYME
Registration Number:	3758888	TRUEPACS
Registration Number:	2446735	VEGETASE
Registration Number:	2650193	WE IMPROVE THE PRODUCTS THAT IMPROVE YOU
Registration Number:	4150683	T-RISE

CORRESPONDENCE DATA

Fax Number: 6098600350

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: (609) 366-1223

Email: IPRC@Innophos.com

Correspondent Name: David LeCroy

Address Line 1: 259 Prospect Plains Road

Address Line 2: Building A

Address Line 4: Cranbury, NEW JERSEY 08512-3706

NAME OF SUBMITTER: David LeCroy

SIGNATURE: /David LeCroy/

DATE SIGNED: 05/15/2017

Total Attachments: 8

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(INTELLECTUAL PROPERTY)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of December 31, 2012, by and between TRIARCO INDUSTRIES, INC., a Delaware corporation (the "Company"), REED COMPANY, L.L.C., a New Jersey limited liability company (the "Subsidiary" and, collectively with the Company, the "Assignors") and INNOPHOS ACQUISITION, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated December 31, 2012 (the "Asset Purchase Agreement"), by and among Assignee, as Purchaser, Innophos, Inc., a Delaware corporation (the "Purchaser Parent" and, together with Assignee, the "Purchaser Parties"), Assignors, as Seller Parties, and RODGER R. ROHDE, SR., RODGER R. ROHDE, JR., and CHRISTOPHER J. ROHDE.

WITNESSETH

WHEREAS, Assignors and Assignee have entered into the Asset Purchase Agreement, the Closing with respect to which is taking place concurrently herewith; and

WHEREAS, under the Asset Purchase Agreement, Assignors have agreed to sell, transfer, convey, deliver and assign to Assignee, and Assignee has agreed to purchase and accept all of Assignors' right, title and interest in and to the Company Intellectual Property set forth on Exhibit A attached hereto.

NOW, THEREFORE, effective as of the Closing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending legally to be bound, agree as follows:

1. Assignors hereby sell, transfer, convey, deliver and assign unto Assignee and Assignee hereby acquires and accepts all of Assignors' right, title and interest in and to the Company Intellectual Property, together with goodwill associated therewith, all rights to sue for past, present and future infringements of the Company Intellectual Property throughout the world.

2. Assignors hereby covenant and agree that Assignors will, at any time and from time to time, upon written request therefor, execute and deliver to Assignee or Assignee's successors, nominees and assigns all such further documents and do such other acts as may reasonably be necessary and proper to perfect the transfer of Company Intellectual Property rights being transferred, and to vest the full title thereto in Assignee or its successors, nominees or assigns.

3. This Assignment shall be binding upon, and inure to the benefit of, Assignors, Assignee and their respective successors and assigns.

4. Assignors, by their execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that (i) nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect any of the representations, warranties, covenants, agreements, rights, remedies and obligations of Assignors or Assignee set forth in, or any of the other terms and conditions of, the Asset Purchase Agreement; and (ii) the representations, warranties, covenants, agreements, rights, remedies and obligations of Assignors and Assignee set forth in, and the other terms and conditions of, the Asset Purchase Agreement shall, to the extent provided in the Asset Purchase Agreement, survive the execution and delivery of this Assignment and the consummation of the transactions contemplated hereby and by the Asset Purchase Agreement. No claims for indemnification shall be made under this Assignment; all claims for indemnification shall be made only pursuant to the Asset Purchase Agreement, and only to the extent permitted thereunder.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflict of laws.

6. All Actions arising out of or relating to this Assignment shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of The City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of The City of New York for the purpose of any Action arising out of or relating to this Assignment brought by any party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts.

7. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

8. This Assignment, the Asset Purchase Agreement, the Ancillary Agreements and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Purchaser Parties and the Seller Parties with respect to the subject matter hereof and thereof. In the event that the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the Asset Purchase Agreement shall control. This Assignment may not be assigned by operation of law or otherwise without the express written consent of the parties hereto (which consent may be granted or withheld in the sole discretion of each party), provided, however, that any Purchaser Party may transfer any of its rights hereunder to any of its Affiliates that is directly or indirectly wholly-owned by Innophos Holdings, Inc., provided, further, that such Purchaser Party will remain liable for all of its obligations hereunder. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit of remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Assignment.

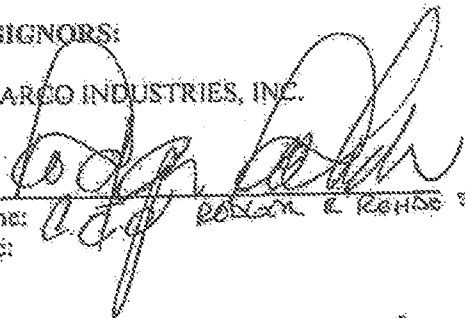
9. This Assignment may be executed and delivered (including by facsimile transmission or via electronic mail of a .pdf or similar file format) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the day and year first above written.

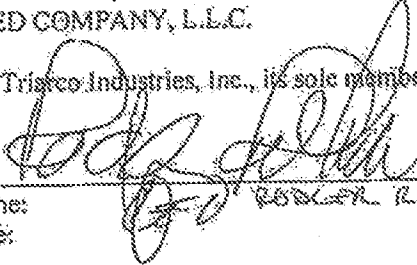
ASSIGNORS:

TRIARCO INDUSTRIES, INC.

By: 
Name: ROBERT E. READE SR.
Title:

REED COMPANY, L.L.C.

By: Trisco Industries, Inc., its sole member

By: 
Name: ROBERT E. READE SR.
Title:

ASSIGNEE:

INNOFOS ACQUISITION, LLC

By: _____
Name:
Title:

{Signature Page to Assignment and Assumption Agreement (Intellectual Property)}

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNORS:

TRIARCO INDUSTRIES, INC.

By: _____
Name:
Title:

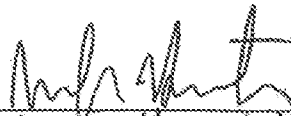
REED COMPANY, L.L.C.

By: Triarco Industries, Inc., its sole member

By: _____
Name:
Title:

ASSIGNEE:

INNOPHOS ACQUISITION, LLC

By: 
Name: Joshua Horowitz
Title: Secretary

[Signature Page to Assignment and Assumption Agreement (Intellectual Property)]

EXHIBIT A

TRIARCO PATENTS

	Patent No.	Date Issued
Acne Inhibition	7,198,807.B2	4/3/2007
Activessence	6,132,727	10/17/2000
Activessence	6,099,844	8/8/2000
Aminogen	5,387,402	2/7/1995
Aromatase Inhibitor	7,731,992	6/8/2010
Carbogen	5,817,350	10/6/1998
CoEnzymeQ10	6,403,116	6/11/2002
CarboChrome®	6,558,666	5/6/2013
5aReductase w/ Astaxanthin	6,277,417	8/21/2001
Legumase	5,445,957	8/29/1995
Legumase	5,436,003	7/25/1995
Legumase	5,651,987	7/29/1997
Aminogen 2.0	13/329,861	12/19/2011 (Filed)

TRIARCO TRADEMARKS

Mark	Registration No.	Registration Date
A-Linkage®	Reg. No. 3,379,376	Registered 2/5/2008
Activessence®	Reg. No. 2,307,645	Registered 1/11/200
Agres®	Reg. No. 3,088,827	Registered 5/2/2006
Agree (Australia) ®	Reg. No. 840477	Registered 5/17/2001
Albiflex®	Reg. No. 3,791,228	Registered 5/18/2010
Alphastat®	Reg. No. 2,531,779	Registered 1/22/2002
AminoFactor®	Reg. No. 3,272,840	Registered 7/31/2007
Aminogen®	Reg. No. 1,816,343	Registered 1/11/1994
Aminogen® (Australia)	Reg. No. 797731	Registered 6/23/2000
Aminogen® (EU Community)	Reg. No. 008167223	Registered 1/28/2010
Aminolean®	Reg. No. 3,101,630	Registered 6/6/2006
Aminotein®	Reg. No. 3,990,415	Registered 7/5/2011
AQUA 10®	Reg. No. 3,758,825	Registered 3/9/2010
Available Nutrients®	Reg. No. 2,643,518	Registered 10/29/2002
Benchmark®	Reg. No. 2,302,362	Registered 12/21/1999
Benchmark Logo	Reg. No. 2,495,440	Registered 10/9/2001
Bend-Again®	Reg. No. 2,929,112	Registered 3/1/2005
Better Products, Better Ideas®	Reg. No. 2,404,569	Registered 11/14/2000
Blasting Cape®	Reg. No. 3,785,378	Registered 5/4/2010
Bugs Don't Stick®	Reg. No. 3,277,197	Registered 8/7/2007
CarboChrome®	Reg. No. 3,269,020	Registered 7/24/2007
Carbogen®	Reg. No. 1,820,411	Registered 2/08/1994
Carbogen® (EU Community)	Reg. No. 001925239	Registered 10/27/2000

Mark	Registration No.	Registration Date
Cranbiumycin®	Reg. No. 2,543,274	Registered 2/26/2002
CranInstant®	Reg. No. 3,584,165	Registered 3/3/2009
CranFac®	Reg. No. 3,389,953	Registered 2/26/2008
CranSmart®	Reg. No. 3,723,320	Registered 12/8/2009
CranTrol®	Reg. No. 3,628,313	Registered 5/26/2009
Cruciferex®	Reg. No. 2,386,179	Registered 9/12/2000
Designed by Nature Defined by Science®	Reg. No. 2,527,844	Registered 1/8/2002
Discretion®	Reg. No. 2,520,426	Registered 12/18/2001
EchiNature®	Reg. No. 3,276,460	Registered 8/7/2007
Enduragen®	Reg. No. 2,889,476	Registered 9/28/2004
Energy Without the Edginess®	Reg. No. 2,830,352	Registered 4/6/2004
Enzyflex®	Reg. No. 3,485,887	Registered 8/12/2008
ExceLorase®	Reg. No. 4,088,942	Registered 1/17/2012
Falaise®	Reg. No. 3,160,385	Registered 10/17/2006
Faze Out®	Reg. No. 3,009,554	Registered 10/25/2005
Feed the Muscle -- Starve the Fat®	Reg. No. 2,186,149	Registered 9/1/1998
Feng Shui®	Reg. No. 2,900,106	Registered 11/02/2004
Fingerprint®	Reg. No. 2,061,902	Registered 5/13/1997
Fingerprint® (Canadian)	Reg. No. 504,266	Registered 11/18/1998
Food Potentiator®	Reg. No. 2,292,970	Registered 11/16/1999
Funktional Flavors®	Reg. No. 3,768,114	Registered 3/30/2010
Géromigrate®	Reg. No. 2,803,351	Registered 1/6/2004
Gest in Case®	Reg. No. 2,070,687	Registered 6/10/1997
Infrision®	Reg. No. 3,674,177	Registered 8/25/2009
Instant Success®	Reg. No. 3,854,766	Registered 9/28/2010
Interactive®	Reg. No. 2,333,449	Registered 3/21/2000
Interactive® (Australia)	Reg. No. 840476	Registered 7/13/2001
It is What It is®	Reg. No. 2,999,168	Registered 9/20/2005
Kahkow®	Reg. No. 2,260,006	Registered 7/6/1999
Ketojetic®	Reg. No. 2,867,931	Registered 7/27/2004
Lactogest®	Reg. No. 2,998,624	Registered 9/20/2005
Legumase®	Reg. No. 1,872,192	Registered 1/10/1995
Limonex®	Reg. No. 2,365,109	Registered 7/4/2000
Make Every Carb Count	Reg. No. 3,115,087	Registered 7/11/2006
Meta Maté®	Reg. No. 3,573,704	Registered 2/10/2009
Metabromine®	Reg. No. 2,735,436	Registered 7/8/2003
Metabromine® (Japan) (in Katakana)	Reg. No. 4833906	Registered 1/21/2005
Metabromine® (Japan)	Reg. No. 4832714	Registered 1/14/2005
Mirical®	Reg. No. 2,629,032	Registered 10/1/2002
Mytosterone®	Reg. No. 3,555,015	Registered 12/30/2008
Mytosterone® (EU Community)	Reg. No. 008256646	Registered 11/22/2009
Now and Then®	Reg. No. 2,592,119	Registered 7/9/2002
PACberry®	Reg. No. 3,785,406	Registered 5/4/2010
PACsmart®	Reg. No. 3,758,887	Registered 3/9/2010

Mark	Registration No.	Registration Date
Phytavail®	Reg. No. 2,738,751	Registered 7/15/2003
Phytolase®	Reg. No. 3,466,487	Registered 4/1/2008
Phytomax®	Reg. No. 2,247,888	Registered 5/25/1999
Phytoprint®	Reg. No. 2,109,465	Registered 10/28/1997
Polyoids®	Reg. No. 2,375,849	Registered 8/8/2000
Pom-Agic®	Reg. No. 3,074,478	Registered 3/28/2006
Prevenir®	Reg. No. 3,565,363	Registered 1/20/2009
Pre-Zert®	Reg. No. 3,796,675	Registered 6/1/2010
Pro-Follic	Reg. No. 2,887,195	Registered 9/21/2004
Protein Activator®	Reg. No. 2,082,625	Registered 7/22/1997
Quantified Profile Extracts	Reg. No. 2,532,336	Registered 1/22/2002
Ready-to-Run®	Reg. No. 2,443,167	Registered 4/10/2001
Refuse to Lose®	Reg. No. 3,881,425	Registered 11/23/2010
ReSettin®	Reg. No. 4,081,217	Registered 1/3/2012
Second Nature®	Reg. No. 2,355,472	Registered 6/6/2000
Serotain®	Reg. No. 2,460,481	Registered 6/12/2001
Starcel®	Reg. No. 2,195,145	Registered 10/13/1998
Sterocel®	Reg. No. 3,758,826	Registered 3/9/2010
Sweet Pea®	Reg. No. 3,294,854	Registered 9/18/2007
Sweetiva®	Reg. No. 3,967,362	Registered 5/24/2011
The Common Thread®	Reg. No. 2,762,206	Registered 9/9/2003
The Filler with Function®	Reg. No. 2,707,865	Registered 4/15/2003
The More You Use, The More Your Lose	Reg. No. 2,409,063	Registered 11/28/2000
The Un-Ephedra®	Reg. No. 2,968,307	Registered 7/12/2005
The Un-Ephedrine®	Reg. No. 2,675,620	Registered 1/14/2003
3D®	Reg. No. 2,223,038	Registered 2/9/1999
3D Botanicals®	Reg. No. 2,240,918	Registered 4/20/1999
Train Harder Longer	Reg. No. 3,277,195	Registered 8/7/2007
Triarco Logo	Reg. No. 2,583,448	Registered 6/18/2002
Triarco® (Australia)	Reg. No. 805813	Registered 10/6/2000
TrimZyme®	Reg. No. 3,857,203	Registered 10/5/2010
TRUEPACs	Reg. No. 3,758,888	Registered 3/19/2010
Vegetase®	Reg. No. 1,782,371	Registered 7/20/1993
Vegetase®	Reg. No. 2,446,733	Registered 4/24/2001
We Improve the Products that Improve Your Brands	Reg. No. 2,650,193	Registered 11/12/2002
T-Rise	Reg. No. 4150683	Registered 5/29/2012
It Makes Your Protein Work As Hard As You Do	Reg. No. 3091301	Registered 5/9/2006
Waist Management	Ser. No. 85/430372	Filed 9/23/2011
Pacactin	Ser. No. 85/699078	Filed 12/4/2012
Aminogen-Pro 85	Ser. No. 85/667667	Filed 7/3/2012
Aminovite	Ser. No. 85/544229	Filed 2/16/2012
Extractinase	Ser. No. 85/356595	Filed 6/27/2011

TRADEMARK