

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fona International Inc.		02/08/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe, 5W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3316456	BEVERAGE FLAVOR 201	
Registration Number:	3323652	FLAVORS FOR EXPERTS, FROM EXPERTS.	
Registration Number:	3212738	FLAVOR RADAR	
Registration Number:	3055890	FLAVORPARTNERS	
Registration Number:	3137134	FONA	
Registration Number:	3323709	FONA CENTER	
Registration Number:	3115323	FONA INTERNATIONAL	
Registration Number:	3248436	FONA RAPID REFILL	
Registration Number:	3794438	GRAIN FLAVOR 201	
Registration Number:	2900390	K.I.D. COUNCIL	
Registration Number:	2932346	K.I.D NETWORK	
Registration Number:	3424928	THE TOP 10 CHALLENGES OF FLAVOR	
Registration Number:	4347095	LUMICORE	
Registration Number:	3993408		
Registration Number:	4487635	FLAVOR UNIVERSITY	
Registration Number:	5424705	TRUETASTE	
Registration Number:	5472687		
CORRESPONDENCE DATA			

CH \$440.00 3316456

Fax Number: 2029068669

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: 202.906.8618

Email: tm@dykema.com

Correspondent Name: Eric T. Fingerhut

Address Line 1: 1301 K Street, N.W., Suite 1100 West

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Eric T. Fingerhut
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SIGNATURE:	/eric t. fingerhut/
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DATE SIGNED:	02/18/2019
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Total Attachments: 8

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**SECOND AMENDED AND RESTATED SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of February 8, 2019, is by FONA INTERNATIONAL INC., an Illinois corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Kautz Road Randy Road Building, L.L.C., an Illinois limited liability company and Kautz Road LLC, an Illinois limited liability company (each a "Borrower" and collectively the "Borrowers"), have heretofore requested that the Grantee extend credit or otherwise make financial accommodations available to or for the account of the Borrowers pursuant to that certain Amended and Restated Credit Agreement dated as of September 29, 2014 by and among Borrowers and Grantee (as heretofore amended, restated, modified or supplemented, the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, (i) Grantor entered into that certain Amended and Restated General Security Agreement dated as of September 29, 2014 to and for the benefit of Grantee (as heretofore amended, restated, modified or supplemented, the "Existing Security Agreement"), and (ii) Grantor entered into that certain Amended and Restated Short Form Trademark Security Agreement dated as of September 29, 2014 to and for the benefit of Grantee (as heretofore amended, restated, modified or supplemented, the "Existing Trademark Security Agreement").

WHEREAS, concurrently herewith, Grantor and Borrowers are entering into that certain Second Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), which Credit Agreement amends and restates the Existing Credit Agreement in its entirety, and pursuant to which Grantee is continuing to extend credit or otherwise making financial accommodations available to or for the account of Borrowers;

WHEREAS, in connection with the Credit Agreement, Grantor and Grantee have entered into that certain Second Amended and Restated General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), which Security Agreement amends and restates the Existing Security Agreement in its entirety; and

WHEREAS, as a condition to continuing to extend any such credit or otherwise making such financial accommodations available and entering into the Credit Agreement and pursuant to the Security Agreement, the Grantee requires, among other things, the Grantor to execute and deliver this Trademark Security Agreement, which amends and restates the Existing Trademark Security Agreement in its entirety;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee 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.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. 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.


Section 6. Amendment and Restatement. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement in its entirety effective as of the date hereof. Nothing herein shall be construed as having the effect of terminating or releasing the liens and security interests granted pursuant to the Existing Trademark Security Agreement. Instead, it is the express intention of the Grantor to reaffirm such grants as valid and enforceable security interests and liens which originally attached to the Trademark Collateral pursuant to the Existing Trademark Security Agreement and are continuing in favor of Grantee under this Trademark Security Agreement. Neither the execution and delivery of this Trademark Security Agreement nor any of the terms hereof shall be deemed to adversely affect any of the liens and

security interests in favor of Grantee under the Existing Trademark Security Agreement, as amended and restated hereby.

[Remainder of page intentionally left blank; signature pages follow]

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

FONA INTERNATIONAL INC., an Illinois corporation

By: 

Name: Joseph J. Slawek

Title: Chief Executive Officer

Acknowledged:

BMO HARRIS BANK N.A.

By: _____

Name: David DeWitt

Title: Director

[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA International]

TRADEMARK
REEL: 006565 FRAME: 0822

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
)ss.
COUNTY OF KANE)

I JULIA K. CEITHAML, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph J. Slawek, the Chief Executive Officer of FONA INTERNATIONAL INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of February, 2019.

Julia K. Ceithaml
Notary Public

My Commission Expires: JUNE 15, 2020



STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David DeWitt, a Director at BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of February, 2019.

Notary Public

My Commission Expires: _____

[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA International]

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

FONA INTERNATIONAL INC., an Illinois corporation

By: _____

Name: Joseph J. Slawek

Title: Chief Executive Officer

Acknowledged:

BMO HARRIS BANK N.A.

By: _____

Name: David DeWitt

Title: Director

[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA International]

TRADEMARK
REEL: 006565 FRAME: 0824

ACKNOWLEDGEMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph J. Slawek, the Chief Executive Officer of FONA INTERNATIONAL INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of February, 2019.

Notary Public

My Commission Expires: _____

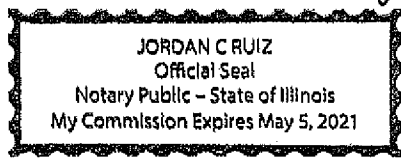
STATE OF IL)
)ss.
COUNTY OF COOK)

I Jordan C. Ruiz a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David DeWitt, a Director at BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of February, 2019.

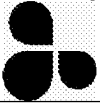
Jordan C. Ruiz
Notary Public

My Commission Expires: May 5, 2021



[Signature Page to Second Amended and Restated Short Form Trademark Security Agreement - FONA International]

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Trademark Name	Registration Date	Expiration Date	Registration No.
Beverage Flavor 201	10/23/2007	10/23/2027	3,316,456
Flavor for Experts, From Experts	10/30/2007	10/30/2027	3,323,652
Flavor Radar	2/27/2007	2/27/2027	3,212,738
Flavor Partners	1/31/2006	1/31/2026	3,055,890
FONA	8/29/2006	8/29/2026	3,137,134
FONA Center	10/30/2007	10/30/2027	3,323,709
FONA International	7/11/2006	7/11/2026	3,115,323
FONA Rapid Refill	5/29/2007	5/29/2027	3,248,436
Grain Flavor 201	5/25/2010	5/25/2020	3,794,438
K.I.D. Council	11/2/2004	11/2/2024	2,900,390
K.I.D. Network	3/15/2005	3/15/2025	2,932,346
The Top 10 Challenges of Flavor	5/22/2018	5/22/2024	3,424,928
Lumicore	6/4/2013	6/4/2019	4,347,095
Three Drop Logo (Design) 	7/12/2011	7/12/2021	3,993,408
Flavor University	2/25/2014	5/25/2020	4,487,635
Truetaste	5/22/2018	5/22/2024	5,424,705
Truetaste Teardrop Logo	5/22/2018	5/22/2024	5,472,687