

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553348

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mafo Worldwide LLC		12/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Flavors Holdings Inc.		
Street Address:	35 East 62nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0084018	TRADE MARK	
Registration Number:	0856843	MAFCO	
Registration Number:	0864099	MAFCO	
Registration Number:	0612290	MAFCO	
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:	trademarks@dechert.com		
Correspondent Name:	Glenn A. Gundersen		
Address Line 1:	2929 Arch Street		
Address Line 2:	Cira Centre		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
NAME OF SUBMITTER:	Spencer Joffrion		
SIGNATURE:	/Spencer Joffrion/		
DATE SIGNED:	12/15/2019		
Total Attachments: 2			
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source=Ship Logo and MAFCO U.S. trademark assignment Execution Version#page2.tif			

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TRADEMARK ASSIGNMENT

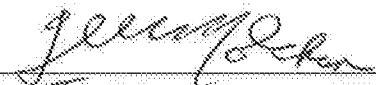
WHEREAS MAFCO WORLDWIDE LLC, a Delaware limited liability company whose address is 300 Jefferson Street, Camden NJ 18104 ("Assignor"), is the owner of the marks (the "Marks") shown in U.S. trademark registration Nos. 84,018; 856,843; 864,099; 612,290 (the "Registrations"); and

WHEREAS FLAVORS HOLDINGS INC., a Delaware corporation whose address is 35 East 62nd Street, New York NY 10065 ("Assignee"), desires to acquire all of Assignor's right, title and interest in the Marks, the Registrations, and the goodwill of the business connected with the use of and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Marks and the Registrations, including all common law rights, and any other rights, registrations, or applications that Assignor may have or claim in the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, all rights of action and claims for damages that Assignor has by reason of past or present infringement or other violations of Assignor's rights in the Marks and the right to sue and collect damages for such infringement and violations, to be held and enjoyed by Assignee for its own use and benefit for its successors and assigns as the same would have been held by Assignor had this assignment not been made (the "Assignment").

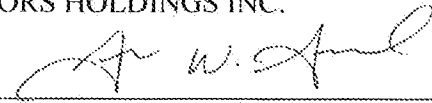
The Assignment is made subject to the (i) First Lien Credit Agreement, (ii) the First Lien Guarantee and Collateral Agreement, (iii) the Second Lien Credit Agreement and (iv) the Second Lien Guarantee and Collateral Agreement, each dated as of October 3, 2014 and recorded with the United States Patent and Trademark Office on May 8, 2015 at Reel/Frame 5513/0198 and 5513/0214 and held by Credit Suisse AG, a Swiss banking corporation located at 11 Madison Avenue, New York, NY 10010. The Assignee does hereby acknowledge that the Assignee, and its successors and assigns, shall hold the rights to the Marks and the Registrations, and the related rights referenced above, as fully and as entirely as the same would have been held and enjoyed by the Assignor had the Assignment not been made.

MAFCO WORLDWIDE LLC

By: 
Name: THOMAS M. MOLCHAN
Title: SR. VP + GENERAL COUNSEL
Dated: December 4, 2019

FLAVORS HOLDINGS INC.

By:



Name: Ira Schlusel

Title: Vice President, General Counsel &
Secretary

Dated: December 4, 2019