

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669085

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLAVOR SOLUTIONS, INC.		07/15/2021	Corporation:
CULINARY FLAVOR SOLUTIONS, LLC		07/15/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sensient Flavors LLC		
<b>Street Address:</b>	5115 SEDGE BOULEVARD		
<b>City:</b>	HOFFMAN ESTATES		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60192		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90575932	WONDERSEAL	
<b>Serial Number:</b>	90575948	WONDERBAKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142335000		
<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>			
<b>Phone:</b>	4142732100		
<b>Email:</b>	melissa.nace@huschblackwell.com		
<b>Correspondent Name:</b>	HUSCH BLACKWELL LLP		
<b>Address Line 1:</b>	511 North Broadway, Suite 1100		
<b>Address Line 2:</b>	Attn: Melissa Nace		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	STC-41398 & 41399		
<b>NAME OF SUBMITTER:</b>	Melissa Nace		
<b>SIGNATURE:</b>	/Melissa Nace/		
<b>DATE SIGNED:</b>	08/20/2021		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This intellectual property assignment agreement (this “**Agreement**”) is dated as of July 15, 2021 (the “**Effective Date**”), and is between Flavor Solutions, Inc., a New Jersey corporation (“**FSI**”), Culinary Flavor Solutions, LLC, a Texas limited liability company (collectively with FSI, the “**Assignors**”), and Sensient Flavors LLC, a Delaware limited liability company (“**Assignee**”). Capitalized terms used but not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, by and among Assignee, Assignors, and the other parties thereto.

### RECITALS

**WHEREAS**, on the terms and subject to the conditions set forth in Purchase Agreement, pursuant to which the Assignors are selling to Assignee substantially all assets of the Sellers, including, without limitation, their Business and goodwill, and Assignee is assuming certain liabilities of the Sellers (collectively, the “**Transaction**”);

**WHEREAS**, Assignors are the legal owners of those certain assets, including all rights, title and interests in and to the registered trademarks and domain names and domain name registrations set forth on Schedule A (the “**Registered Intellectual Property**”) and desire to transfer all rights, title, and interest that they have in the Registered Intellectual Property to Assignee;

**WHEREAS**, the parties intend for Assignors to irrevocably transfer all interests that each may have in the Registered Intellectual Property to Assignee (the “**Assignment**”);

**WHEREAS**, pursuant to the Purchase Agreement, and conditional upon the consummation of the Transaction, Assignee wishes to obtain a transfer of all rights and registrations of the Registered Intellectual Property from Assignors, and Assignors wish to make such a transfer upon the terms and conditions contained in this Agreement; and

**WHEREAS**, in order to effectuate Assignors’ assignment of its entire right, title, and interest in and to the Registered Intellectual Property to Assignee, Assignors and Assignee are executing this Agreement.

**NOW, THEREFORE**, Assignors and Assignee, in consideration of the mutual covenants and agreements to be performed as set forth in the Purchase Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The Assignors hereby sell, transfer, assign, and deliver unto Assignee all of their right, title, and interest in the Registered Intellectual Property, including all rights under copyright laws, patent laws, and trademark laws to and in the Registered Intellectual Property in any form, including all improvements and further development of the Registered Intellectual Property and the goodwill of the business connected with and symbolized by the Registered Intellectual Property, as well as all rights to damages or profits, due or accrued, arising out of any past infringement of such Registered Intellectual Property or injury to said goodwill and the right to

sue for and recover the same in Assignee's own name. Assignors shall cooperate with Assignee and its assigns and shall execute any necessary documents or do any reasonable act that is necessary or advisable for Assignee or its assigns to protect, maintain, or defend the rights transferred hereby.

2. This Agreement, together with the Purchase Agreement, constitutes the entire agreement between the parties with respect to its subject matter. In the event of any conflict between (a) any provision in the Purchase Agreement on the one hand, and (b) any provision of this Agreement, on the other hand, pertaining to the subject matter of this Agreement, the specific provisions of the Purchase Agreement will control over the provisions in this Agreement. This Agreement may not be modified except by a written agreement signed by all parties. No provision of this Agreement will be deemed to have been waived by any act or omission by a party or its respective agents or employees. No waiver of any provision of this Agreement will constitute a waiver of any other provision or of the same provision on any other occasion. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions will remain in full force and effect.

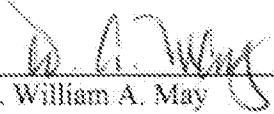
3. This Agreement will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, proceeding, or dispute arising out of or relating to this Agreement or the transactions contemplated hereby may be instituted in the courts in State and District of New Jersey, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

[signature page follows]

The parties have signed this Intellectual Property Assignment Agreement as of the Effective Date.

**ASSIGNORS:**

**FLAVOR SOLUTIONS, INC.**

By:   
Name: Dr. William A. May  
Title: Sole Corporate Officer

**CULINARY FLAVOR SOLUTIONS, LLC**

By:   
Name: Dr. William A. May  
Title: Manager

**ASSIGNEE:**

**SENSIENT FLAVORS LLC**

By: \_\_\_\_\_  
Name: E. Craig Mitchell  
Title: President

The parties have signed this Intellectual Property Assignment Agreement as of the Effective Date.

**ASSIGNORS:**

**FLAVOR SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: Dr. William A. May

Title: Sole Corporate Officer

**CULINARY FLAVOR SOLUTIONS, LLC**

By: \_\_\_\_\_

Name: Dr. William A. May

Title: Manager

**ASSIGNEE:**

**SENSIENT FLAVORS LLC**

By:  \_\_\_\_\_

Name: E. Craig Mitchell

Title: President

**SCHEDULE A**

**Registered Intellectual Property**

<b>Seller</b>	<b>Trademark</b>	<b>Registration No./ Registration Date</b>	<b>Prosecution/Maintenance Status</b>
FSI	<b>Tenderseal</b> (Standard Character Mark)	88519002/July 17, 2019	Intent to Use Application, allowed on 01/07/2020, deemed abandoned 08/10/2020
FSI	<b>Tenderbake</b> (Standard Character Mark)	8851901/ July 17, 2019	Intent to Use Application, allowed on 1/7/2020, deemed abandoned 8/10/2020
FSI	<b>OxiGaard</b> (Standard Character Mark)	88130806/September 25, 2018	Intent to Use Application, allowed on 4/9/2019, deemed abandoned 11/11/2019
FSI	<b>BioCleen</b> (Standard Character Mark)	88876227/April 17, 2020	Intent to Use Application, office action issued on 7/13/2020 but not responded to, application revised, office action reissued on 2/17/2021; deadline to respond 8/17/2021 (likelihood of confusion issue)
FSI	<b>Wonderseal</b> (Standard Character Mark)	90575932/ March 12, 2021	Intent to Use Application -not yet assigned to examining attorney
FSI	<b>Wonderbake</b> (Standard Character Mark)	90575948/March 12, 2021	Intent to Use Application -not yet assigned to examining attorney

Domain Names:

FSI: <http://flavorsolutionsinc.com/>