PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2848755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Execution Date
TEXAS CAPITAL BANK, N.A., AS ADMINISTRATIVE AGENT	05/05/2014

RECEIVING PARTY DATA

Name:	SENSORYEFFECTS FLAVOR COMPANY
Street Address:	52 SUNRISE PARK ROAD
City:	NEW HAMPTON
State/Country:	NEW YORK
Postal Code:	10958

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	5480661
Patent Number:	5576046
Patent Number:	5290582
Patent Number:	5114730
Patent Number:	4910035

CORRESPONDENCE DATA

Fax Number: (919)286-8199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	017625.04885
NAME OF SUBMITTER:	JOHN E. SLAUGHTER
SIGNATURE:	/John E. Slaughter/
DATE SIGNED:	05/09/2014
Total Attachments: 3	

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of May 5, 2014 ("Release"), is made by Texas Capital Bank, N.A., as Administrative Agent ("Secured Party"), in favor of SensoryEffects Flavor Company, a Delaware corporation ("Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of August 5, 2009 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Secured Party, and others party thereto, Grantor assigned to, pledged and granted to the Secured Party, for the benefit of the Secured Creditors, a security interest in the entire right, title and interest in and to the Grantor's Intellectual Property; and

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on March 17, 2010 at Reel 024091 Frame 0470 and March 17, 2010 at Reel 4169 Frame 0450.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party, on behalf of the Secured Creditors, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

SECTION 2. Termination and Release. Secured Party, on behalf of the Secured Creditors, hereby:

(a) absolutely, unconditionally and irrevocably terminates any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Grantor's Intellectual Property;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the collateral assignment, mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Grantor's Intellectual Property, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

SECTION 3. Further Assurances. Secured Party, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Grantor's Intellectual Property, Secured Party will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party, on behalf of the Secured Creditors, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Secured Party:

Texas Capital Bank, N.A.,
as Administrative Agent

By: ______________________
Name: Ronald K. Baker
Title: Executive Vice President

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Schedule A

U.S. Patents Subject to Security Interest
Granted by SensoryEffects Flavor Company
In Favor of Texas Capital Bank, N.A., as Administrative Agent
Recorded March 17, 2010 at Reel 024091 Frame 0470

Issued Patent

Title	Patent No.	Issue Date
VITAMIN A AND D ADDITIVE FOR MILK PRODUCTS	5480661	01/02/96
METHOD OF TREATING FRESH FRUIT	5576046	11/19/96
HOMOGENOUS, STABLE FLAVORED MILK AND PROCESS	5290582	03/01/94
PROCESS FOR MAKING DARK COCOA	5114730	05/19/92
PROCESS AND PRODUCT FOR MAKING FLAVORED MILK	4910035	03/20/90

U.S. Trademarks Subject to Security Interest
Granted by SensoryEffects Flavor Company
In Favor of Texas Capital Bank, N.A., as Administrative Agent
Recorded March 17, 2010 at Reel 4169 Frame 0450

Registered Marks

Mark	Reg. No.	Reg. Date
GRAND PRIX	1294765	09/11/84
LEMONADE STAND	1727976	10/27/92
MOO-MANIA	1905786	07/18/95
VITA-RITE	1844069	07/12/94

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