

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bell Flavors and Fragrances, Inc.		11/03/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	135 S LaSalle St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3779145	AROMAFILM
Registration Number:	3779144	AROMACOTE
Registration Number:	3587773	BELLTANICALS
Registration Number:	3669814	FLAVOROLOGY
Registration Number:	2952055	HALARE FRESH
Registration Number:	2643352	BELL FLAVORS & FRAGRANCES
Registration Number:	2197202	
Registration Number:	2193202	AROMABURST

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125586352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 West Wacker Drive

CH \$215.00 3779145

900177037

**TRADEMARK
 REEL: 004411 FRAME: 0934**

Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	1740-37
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	11/09/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2010, is made by BELL FLAVORS AND FRAGRANCES, INC., an Illinois corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A. ("Bank of America"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as the Borrower, the other Loan Parties party thereto, the Lenders from time to time party thereto and Bank of America, as Administrative Agent and L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Amended and Restated Pledge and Security Agreement dated as of the date hereof in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark License; and

(d) all income, royalties, proceeds and liabilities at any time due or payable to the Grantor or asserted by the Grantor under and with respect to any of the foregoing, including, without limitation, all rights of the Grantor to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the security interest granted herein shall not (i) extend to and the term "Trademark" shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such Trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a lien or security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or (ii) extend to and the term "Trademark License" shall not include any license to which the Grantor is a party or has any right, title or interest thereunder if and for so long as the grant of a security interest pursuant to this Trademark Security Agreement shall constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (B) in a breach or termination pursuant to the terms of, or a default under, any such license (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or any other provision of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable Law or principles of equity); provided, however, that such license shall cease to be excluded hereunder immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and, to the extent severable, the term Trademark License shall include any portion of such license that does not result in any of the consequences specified in (A) or (B) above.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The parties hereto hereby agree that, anything herein to the contrary notwithstanding, the Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Grantor's Trademarks and Trademark Licenses subject to a security interest hereunder.

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

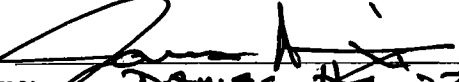
so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

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

BELL FLAVORS AND FRAGRANCES,
INC., as Grantor

By: 
Name: James Henry
Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


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

BELL FLAVORS AND FRAGRANCES,
INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: DANIEL J. SKERL
Title: VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004411 FRAME: 0940

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>SERIAL NO./REG NO.</u>	<u>REG DATE</u>
AROMAFILM & Design	3,779,145 77/649,655	4-20-2010
AROMACOTE & Design	3,779,144 77/649,646	4-20-2010
Belltanicals & Design	3,587,773 77/137,091	3-10-2009
Flavorology & Design	3,669,814 77/137,076	8-18-2009
HALARE FRESH	2,952,055 76/163,831	5-17-2005
BELL FLAVORS & FRAGRANCES	2,643,352 75/731,947	10-29-2002
MISC. DESIGN (Bell Logo)	2,197,202 75/248,273	10-20-1998
AROMABURST	2,193,202 75/248,271	10-6-1998

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.