

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.M. Todd Group, Inc.		12/01/2010	CORPORATION: MICHIGAN
A.M. Todd Citrus Products, Inc.		12/01/2010	CORPORATION: MICHIGAN
A.M. Todd Company		12/01/2010	CORPORATION: MICHIGAN
A.M. Todd Company-West		12/01/2010	CORPORATION: MICHIGAN
Todd International Company		12/01/2010	CORPORATION: MICHIGAN
Zink & Triest Company, Inc.		12/01/2010	CORPORATION: PENNSYLVANIA
Royal Organic Products, LLC		12/01/2010	LIMITED LIABILITY COMPANY: WASHINGTON
A.M. Todd Botanical Therapeutics LLC		12/01/2010	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Agent
<b>Street Address:</b>	611 Woodward Avenue
<b>City:</b>	Detroit
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48226
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2699111	A.M. TODD
Serial Number:	78952205	ECH-CELLENT
Serial Number:	75844174	A.M. TODD BOTANICALS
Registration Number:	0771982	CRYSTAL WHITE
Registration Number:	0774784	ROSE MITCHAM
Registration Number:	1862196	
Registration Number:	3517644	ELEMINTS

**900178673**

**TRADEMARK  
 REEL: 004432 FRAME: 0840**

OP \$215.00 2699111

Registration Number:

3521623

MOOREGANICS

**CORRESPONDENCE DATA**

**Fax Number:** (734)623-1625

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**Phone:** 734-623-1678

**Email:** nhudge@dickinsonwright.com

**Correspondent Name:** Nora Hudge, Paralegal

**Address Line 1:** Dickinson Wright, PLLC

**Address Line 2:** 301 East Liberty, Suite 500

**Address Line 4:** Ann Arbor, MICHIGAN 48104

**ATTORNEY DOCKET NUMBER:**

7-3775

**NAME OF SUBMITTER:**

Nora Hudge, Paralegal

**Signature:**

/Nora Hudge/

**Date:**

12/14/2010

**Total Attachments: 7**

source=JPMorgan-A.M. Todd Security Agreement#page1.tif

source=JPMorgan-A.M. Todd Security Agreement#page2.tif

source=JPMorgan-A.M. Todd Security Agreement#page3.tif

source=JPMorgan-A.M. Todd Security Agreement#page4.tif

source=JPMorgan-A.M. Todd Security Agreement#page5.tif

source=JPMorgan-A.M. Todd Security Agreement#page6.tif

source=JPMorgan-A.M. Todd Security Agreement#page7.tif

## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is entered into as of December 1, 2010, by A.M. Todd Group, Inc., a Michigan corporation ("**Borrower**"), A.M. Todd Citrus Products, Inc., a Michigan corporation ("**AM Citrus**"), A.M. Todd Company, a Michigan corporation ("**AMTC**"), A.M. Todd Company-West, a Michigan corporation ("**AM West**"), Todd International Company, a Michigan corporation ("**Todd International**"). Zink & Triest Company, Inc., a Pennsylvania corporation ("**Z&T**"), Royal Organic Products, LLC, a Washington limited liability company ("**Royal**"), and A.M. Todd Botanical Therapeutics LLC, a Michigan limited liability company ("**AM Botanical**", and together with the Borrower, AM Citrus, AMTC, AM West, Todd International, Z&T, Royal and AM Botanical, each a "**Grantors**", and collectively, the "**Grantors**"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as agent (as "**Agent**") for the lenders from time to time parties to the Credit Agreement referred to below (the "**Lenders**").

### **Recitals**

A. The Borrower, the Lenders, and the Agent are parties to an Amended and Restated Credit Agreement dated as of March 23, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

B. In connection with the Credit Agreement, the Grantors, Great Spirit Ventures, and the Agent entered into an Amended and Restated Pledge and Security Agreement dated as of March 23, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), pursuant to which the Grantors pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

D. The Grantors are entering into an Amendment to the Security Agreement dated as of even date herewith, pursuant to which, among other things, the Grantors agreed to update and correct Exhibit D to the Security Agreement regarding intellectual property by replacing Exhibit D with Exhibit D attached thereto (collectively, the "**New Intellectual Property**").

E. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement with respect to the New Intellectual Property.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantors hereby grant to the Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest

in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

A.M. TODD GROUP, INC.

By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

A.M. TODD CITRUS PRODUCTS, INC.

By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

A.M. TODD COMPANY

By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

A.M. TODD COMPANY-WEST

By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

TODD INTERNATIONAL COMPANY

By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

ZINK & TRIEST COMPANY, INC.

By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

ROYAL ORGANIC PRODUCTS, LLC

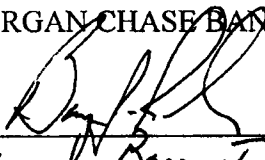
By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

A.M. TODD BOTANICAL THERAPEUTICS LLC

By: Steven M. Buell  
Print Name: STEVEN M. BUELL  
Its: Secretary

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By:   
Name: Barry J. Raucher  
Title: 1st v.p.

Signature Page to Patent and Trademark Security Agreement

TRADEMARK  
REEL: 004432 FRAME: 0846

**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

**United States Trademarks**

<b>Number</b>	<b>Description</b>
2699111	A.M. Todd
7852205	ECH-CELLENT
75844174	A.M. Todd Botanicals
771982	Crystal White: renewed from 7/18/13 initial filing
774784	Rose Mitchum renewed, initial filing 8/11/64
1862196	Leaf Drop Design renewed initial filing 11/15/94
3,517,644	ELEMINTS
3,521,623	Mooreganics
77245547	MOOREGANICS



**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Patents, Patent Applications and Patent Licenses**

**United States Patents**

<b>Number</b>	<b>Description</b>
5,378,485	Solution for Application to an Oral Cavity
7,517,541 B2	Water dispersable extract preparations
PP14,480	Mint plant named Mckenzie (plant patent)
PP14,450	Mint plant named Clackamas (plant patent)

**United States Patents Pending**

<b>Number</b>	<b>Description</b>
11/334,719	Oral care compositions derived from the labiatae family
12/607,617	A volatile distillate by-product of mint oil that promotes absorption and/or bioavailability of compounds of bio-medical and nutritional interest
61/108,953m	A volatile distillate by-product of mint oil that promotes absorption
61/170,763	A volatile distillate by-product of mint oil that promotes absorption and/or bioavailability of compounds of bio-medical and nutritional interest

DETROIT 7-3775 1184632