

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-----------------------|
| FONA INTERNATIONAL INC. | | 03/23/2012 | CORPORATION: ILLINOIS |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------|
| Name: | BMO HARRIS BANK N.A. |
| Street Address: | 111 W. Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | : UNITED STATES |

PROPERTY NUMBERS Total: 15

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------------------|
| Registration Number: | 3316456 | BEVERAGE FLAVOR 201 |
| Registration Number: | 3323652 | FLAVORS FOR EXPERTS, FROM EXPERTS. |
| Registration Number: | 3212738 | FLAVOR RADAR |
| Registration Number: | 3055890 | FLAVORPARTNERS |
| Registration Number: | 3137134 | FONA |
| Registration Number: | 3323709 | FONA CENTER |
| Registration Number: | 3115323 | FONA INTERNATIONAL |
| Registration Number: | 3248436 | FONA RAPID REFILL |
| Registration Number: | 3794438 | GRAIN FLAVOR 201 |
| Registration Number: | 3914736 | HD FLAVOR |
| Registration Number: | 3743149 | HD TASTE |
| Registration Number: | 2900390 | K.I.D. COUNCIL |
| Registration Number: | 2932346 | K.I.D NETWORK |
| Registration Number: | 3472133 | THE FLAVOR FORMULA |

CH \$390.00 3316456

Registration Number:

3434928

BK ENTERPRISES

CORRESPONDENCE DATA

Fax Number: (202)906-8669

Phone: 202.906.8790

Email: smckeon@dykema.com

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

Correspondent Name: Shannon Marie McKeon

Address Line 1: 1300 I Street, N.W.

Address Line 2: Suite 300

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

102889.0013

NAME OF SUBMITTER:

Shannon Marie McKeon

Signature:

/Shannon Marie McKeon/

Date:

03/26/2012

Total Attachments: 7

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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of March 23, 2012, is by FONA INTERNATIONAL INC., an Illinois corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, its successors and assigns ("Grantee").

WITNESSETH:

WHEREAS, Averill Road LLC, an Illinois limited liability company (the "Borrower"), has entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which Grantee has agreed to make a term loan to the Borrower;

WHEREAS, in connection with the Credit Agreement, (i) Grantor has executed and delivered to Grantee that certain Guaranty dated as of even date herewith in favor of Grantee, and (ii) Grantor and Grantee have entered into that certain General Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

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

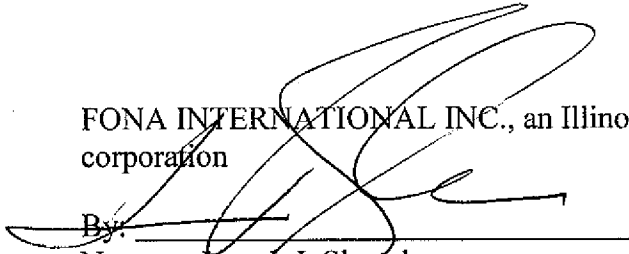
Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

[Remainder of page intentionally left blank; signature pages follow]

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.

FONA INTERNATIONAL INC., an Illinois corporation



By: _____
Name: Joseph L. Slawek
Title: President

Acknowledged:

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____

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.

FONA INTERNATIONAL INC., an Illinois corporation

By: _____
Name: Joseph J. Slawek
Title: President

Acknowledged:

BMO HARRIS BANK N.A.

By: _____
Name: *Carey J. [Signature]*
Title: *V.P.*

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I Gina M. Catezone, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Joseph J. Slawek, the President of FONA INTERNATIONAL
INC., an Illinois corporation, is personally known to me to be the same person whose name is
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged
that he signed and delivered said instrument as his own free and voluntary act, and as the free
and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of March, 2012.

Gina M. Catezone

My Commission Expires: 6-15-2014



STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that _____, a _____ of BMO
HARRIS BANK N.A., a national banking association, is personally known to me to be the same
person whose name is subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that he or she signed and delivered said instrument as his or her own
free and voluntary act, and as the free and voluntary act of said national banking association, for
the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2012.

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph J. Slawek, the President of FONA INTERNATIONAL INC., an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of _____, 2012.

Notary Public

My Commission Expires: _____

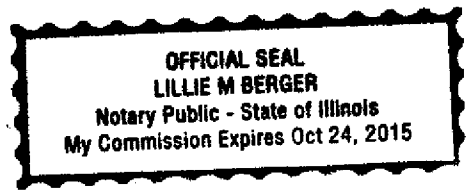
STATE OF Illinois)
)ss.
COUNTY OF Cook)

I Lillie M. Berger a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREG SJULLIV, a SR. VICE PRESIDENT of BMO HARRIS BANK N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 2012.

Lillie M. Berger
Notary Public

My Commission Expires: October 24, 2015



**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

| Trademark Name | Registration Date | Expiration Date | Registration No. |
|----------------------------------|--------------------------|------------------------|-------------------------|
| Beverage Flavor 201 | 10/23/2007 | 10/23/2017 | 3,316,456 |
| Flavor for Experts, From Experts | 10/30/2007 | 10/30/2017 | 3,323,652 |
| Flavor Radar | 2/27/2007 | 2/27/2017 | 3,212,738 |
| Flavor Partners | 1/31/2006 | 1/31/2016 | 3,055,890 |
| FONA | 8/29/2006 | 8/29/2016 | 3,137,134 |
| FONA Center | 10/30/2007 | 10/30/2017 | 3,323,709 |
| FONA International | 7/11/2006 | 7/11/2016 | 3,115,323 |
| FONA Rapid Refill | 5/29/2007 | 5/29/2017 | 3,248,436 |
| Grain Flavor 201 | 5/25/2010 | 5/25/2020 | 3,794,438 |
| HD Flavor | 2/1/2011 | 2/1/2021 | 3,914,736 |
| HD Taste | 1/26/2010 | 1/26/2020 | 3,743,149 |
| K.I.D. Council | 11/2/2004 | 11/2/2014 | 2,900,390 |
| K.I.D. Network | 3/15/2005 | 3/15/2015 | 2,932,346 |
| The Flavor Formula | 7/22/2008 | 7/22/2018 | 3,472,133 |
| The Top 10 Challenges of Flavor | 5/6/2008 | 5/6/2018 | 3,434,928 |

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