

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aglilex Flavors & Fragrances, Inc.		
Street Address:	10 Mountainview Road, North Atrium		
City:	Upper Saddle River		
State/Country:	NEW JERSEY		
Postal Code:	07458		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4179141	NEUTRAZINE	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	Sally Sexton		
Address Line 1:	1180 Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009203		
NAME OF SUBMITTER:	Sally Sexton		
Signature:	/sallysexton/		

Date:

12/19/2012

**Total Attachments: 5**

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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of December 19, 2012, from General Electric Capital Corporation, a Delaware corporation (“GE Capital”), in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”), in favor of Agilex Flavors & Fragrances, Inc. (“Grantor”).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guaranty and Security Agreement dated as of December 17, 2010 (and as reaffirmed pursuant to that certain Master Reaffirmation dated as of March 30, 2012) in favor of the Agent (the “Guaranty and Security Agreement”) and the Trademark Security Agreement, dated as of March 30, 2012 in favor of the Agent (the “Trademark Security Agreement”), a Lien on and security interest in (the “Security Interest”) was granted by Grantor to Agent in all of such Grantor's right, title and interest in, to and under the Trademark Collateral as defined in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the USPTO on Reel 4750, Frame 0833 on April 3, 2012; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Agent hereby (i) terminates, releases, and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademark listed in Exhibit I attached hereto, (ii) terminates the Trademark Security Agreement and (iii) re-assigns to Grantor any right, title and interest it may have in, to and under the Trademark Collateral. Any and all right, title, or interest of Agent in, to, and under such Trademark Collateral and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Grantor to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

4. Governing Law. This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS shall be governed by and construed in accordance with the laws of the State of Illinois.

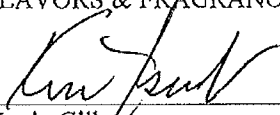
*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND  
RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of  
the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: JOHN M. STEIDLE  
Title: VICE PRESIDENT, LEGAL COUNSEL

AGILEX FLAVORS & FRAGRANCES, INC.  
as Grantor

By: 

Name: Kevin Gilbert

Title: Senior Vice President of Operations and  
Finance and Secretary

**EXHIBIT I  
TO THE TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

Trademark	Country	Serial No. Filing Date	Reg. No. Reg. Date	Owner
NEUTRAZINE	U.S.	85/484184 11/30/2011	4179141 7/24/2012	Agilex Flavors & Fragrances, Inc.