

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
Prinova Group LLC		05/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn
Internal Address:	Floor 22
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	US Administrative Agent: UNITED STATES

PROPERTY NUMBERS Total: 6		
Property Type	Number	Word Mark
Registration Number:	3327365	BAKER'S BOUNTY
Registration Number:	3332079	GREENFIELD THORP CO.
Registration Number:	2945372	SWEET-R
Registration Number:	3601334	PREMIUM INGREDIENTS INTERNATIONAL
Registration Number:	3817011	FLAVOR SAVOR
Registration Number:	3981335	AMINONOX

CORRESPONDENCE DATA	
Fax Number:	3122367516
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312 368-4000
Email:	ch.tm@dlapiper.com, jennifer.lacroix@dlapiper.com, michelle.foy@dlapiper.com
Correspondent Name:	Jennifer E. Lacroix, DLA Piper LLP (US)

CH \$165.00 3327365

Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	213240-000103
NAME OF SUBMITTER:	Jennifer E. Lacroix
Signature:	/Jennifer Lacroix/
Date:	08/26/2013

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Prinova Group LLC, a Delaware limited liability company ("Grantor"), as a Borrower, has entered into a Fourth Amended and Restated Credit Agreement dated as of April 15, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with other Persons from time to time party thereto and JPMorgan Chase Bank, N.A., as US Administrative Agent ("Agent"), providing for extensions of credit and other financial accommodations to be made to, among other Persons, Grantor; and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated July 7, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the other Persons from time to time party thereto and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to an under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

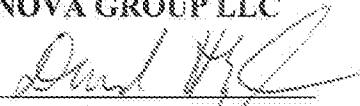
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed by its duly authorized officer on this 30th day of May, 2013.

PRINOVA GROUP LLC

By: 
Name: David H. York
Title: CFO

Acknowledged:

JPMORGAN CHASE BANK, N.A., as US Administrative Agent

By: 
Name: Patrick Favel
Title: Authorized Officer

SCHEDULE 1

COUNTRY	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE
United States	BAKER'S BOUNTY (& Design)	78818025	Feb. 17, 2006	3327365	Oct. 30, 2007
United States	GREENFIELD THORP CO. (& Design)	78818021	Feb. 17, 2006	3332079	Nov. 6, 2007
United States	SWEET-R	78237832	Apr. 15, 2003	2945372	Apr. 26, 2005
United States	PREMIUM INGREDIENTS INTERNATIONAL (& Design)	77430534	Mar. 25, 2008	3601334	Apr. 7, 2009
United States	FLAVOR SAVOR (& Design)	77839962	Oct. 2, 2009	3817011	July 13, 2010
United States	AMINONOX	85175373	Nov. 12, 2010	3981335	June 21, 2011