

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334415

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A.		02/09/2015	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NutraSweet Property Holdings, Inc.		
<b>Street Address:</b>	P. O. Box 2387		
<b>City:</b>	Augusta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30903-2387		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1859360	NECTA SWEET	
<b>Registration Number:</b>	3202560		
<b>Registration Number:</b>	1262746	NUTRASWEET	
<b>Registration Number:</b>	1336188	NUTRASWEET	
<b>Registration Number:</b>	3438152	NUTRASWEET	
<b>Registration Number:</b>	1325241	NUTRASWEET	
<b>Registration Number:</b>	1562874	NUTRASWEET GRANULAR	
<b>Registration Number:</b>	1440365	NUTRASWEET BRAND SWEETENER	
<b>Registration Number:</b>	1358678	NUTRASWEET	
<b>Registration Number:</b>	1353525		
<b>Registration Number:</b>	1366139		
<b>Registration Number:</b>	3432612	THE SWEET SPOT	
<b>Registration Number:</b>	3649743	NUTRASWEET	
<b>Registration Number:</b>	3649744	NUTRASWEET	
<b>Registration Number:</b>	3668348	NUTRASWEET PINK	
<b>Serial Number:</b>	77261806	NECTARA	
<b>Serial Number:</b>	77327904	NUTRASWEET SWIRL	
<b>Serial Number:</b>	78543263	SPLURGE	
<b>Serial Number:</b>	78543256	SPLURGESWEET	

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Property Type	Number	Word Mark
Serial Number:	77093563	SWIRL
Serial Number:	77094403	SWIRL
Serial Number:	78450750	THE NUTRASWEET SPOT
Serial Number:	76586813	SUGAR DELIGHT
Serial Number:	77493054	NUTRASWEET RAW
Serial Number:	77493061	NATURAL NUTRASWEET

**CORRESPONDENCE DATA**

**Fax Number:** 3129847700  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 312.372.2000  
**Email:** ipdocketmwe@mwe.com  
**Correspondent Name:** Ulrika E. Mattsson  
**Address Line 1:** McDermott Will & Emery LLP  
**Address Line 2:** 227 W. Monroe Street, Suite 4400  
**Address Line 4:** Chicago, ILLINOIS 60606-5096

<b>ATTORNEY DOCKET NUMBER:</b>	58468-010 UEM/CMV
<b>NAME OF SUBMITTER:</b>	Ulrika E. Mattsson
<b>SIGNATURE:</b>	/Ulrika E. Mattsson/
<b>DATE SIGNED:</b>	03/09/2015

**Total Attachments: 7**  
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**TRADEMARK SECURITY AGREEMENT  
NOTICE OF TERMINATION AND RELEASE**

This NOTICE OF TERMINATION AND RELEASE (this "Release") is dated as of February 9, 2015, and made by NutraSweet Property Holdings, Inc., a Delaware corporation (the "Grantor"), and Bank of America, N.A. as Agent (the "Agent").

**WITNESSETH**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of August 28, 2008 (such agreement, together with all amendments and restatements, the "Loan Agreement"), among The NutraSweet Company, a Delaware corporation (the "Borrower"), the various financial institutions that became parties thereto (each, individually, a "Lender", and collectively, the "Lenders"), and the Agent, the Lenders extended Commitments to make Loans to Borrower and issued Letters of Credit for the account of Borrower and certain of its Subsidiaries, including NutraSweet Property Holdings, Inc.;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of the Letters of Credit under the Loan Agreement, Grantor executed and delivered to the Agent that certain Trademark Security Agreement dated August 28, 2008 (the "Trademark Security Agreement") and granted to Agent a continuing security interest in all of the Trademarks as listed in the attached Schedule A, to secure all Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 16, 2008 at Reel 003858/Frame 0127;

WHEREAS, Grantor's Obligations have been paid in full and all commitments have been terminated; and

WHEREAS, the Agent has terminated the Loan Agreement and has agreed to terminate and release all of its security interests in the Trademarks, which Grantor had previously granted to the Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the parties hereby agree as follows:

1. Incorporation of Prior Agreements. All terms capitalized but not otherwise defined herein shall have the same meanings set forth in the Trademark Security Agreement.
2. Release of Security Interests. The Agent hereby terminates and releases all of its security interests in the Trademarks, including but not limited to, the following:
  - a. all Trademarks, including all Trademarks referred to in Schedule A attached hereto, including the goodwill of the business symbolized by each of the Trademarks;

- b. all applications for Trademarks, including each Trademark application referred to in Schedule A attached hereto; and
  - c. all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.
3. Further Assurances. The Agent agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or requested by the Grantor to effect the release of the security interests contemplated hereby.

\* \* \*

IN WITNESS WHEREOF, the Agent has duly executed this Notice of Termination and Release as of the date first written above.

AGENT:

Bank of America, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTOR:

NutraSweet Property Holdings, Inc.

By:  \_\_\_\_\_

Name: Jeanine Lussier

Title: Vice President

IN WITNESS WHEREOF, the parties have duly executed this Release as of the above date.

AGENT:

Bank of America, N.A.

By: 

Name: Steven Y. Hipsman

Title: Senior Vice President

GRANTOR:

The NutraSweet Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Schedule A

TRADEMARKS

Registrations

Trademark	Registration Number	Registration Date	Recorded Owner
NECTA SWEET	1859360	Oct 25, 1994	NutraSweet Property Holdings, Inc.
NEOTAME LOGO	3202560	Jan 23, 2007	NutraSweet Property Holdings, Inc.
NUTRASWEET	1262746	Jan 3, 1984	NutraSweet Property Holdings, Inc.
NUTRASWEET	1336188	May 21, 1985	NutraSweet Property Holdings, Inc.
NUTRASWEET	3438152	May 27, 2008	NutraSweet Property Holdings, Inc.
NUTRASWEET AND SWIRL DESIGN	1325241	Mar 19, 1985	NutraSweet Property Holdings, Inc.
NUTRASWEET GRANULAR	1562874	Oct 31, 1989	NutraSweet Property Holdings, Inc.
NUTRASWEET LOGO UNIT	1440365	May 26, 1987	NutraSweet Property Holdings, Inc.
NUTRASWEET SCRIPT	1358678	Sep 10, 1985	NutraSweet Property Holdings, Inc.
SWIRL DESIGN (RED AND WHITE)	1353525	Aug 13, 1985	NutraSweet Property Holdings, Inc.
Swirl Device	1366139	Oct 22, 1985	NutraSweet Property Holdings, Inc.
THE SWEET SPOT (STYLIZED)	3432612	May 20, 2008	NutraSweet Property Holdings, Inc.
NUTRASWEET (WORD MARK)	3649743	July 27, 2009	NutraSweet Property Holdings, Inc.
NUTRASWEET & DESIGN	3649744	July 27, 2009	NutraSweet Property Holdings, Inc.
NUTRASWEET PINK	3668348	August 18, 2009	NutraSweet Property Holdings, Inc.



### Applications

Trademark	Application Number	Application Date	Recorded Owner
NECTARA	77/261806	Aug 22, 2007	NutraSweet Property Holdings, Inc.
NUTRASWEET SWIRL	77/327904	Nov 13, 2007	NutraSweet Property Holdings, Inc.
SPLURGE	78/543263	Jan 6, 2005	NutraSweet Property Holdings, Inc.
SPLURGESWEET	78/543256	Jan 6, 2005	NutraSweet Property Holdings, Inc.
SWIRL	77/093563	Jan 29, 2007	NutraSweet Property Holdings, Inc.
SWIRL & DEVICE	77/094403	Jan 30, 2007	NutraSweet Property Holdings, Inc.
THE NUTRASWEET SPOT	78/450750	Jul 14, 2004	NutraSweet Property Holdings, Inc.
SUGAR DELIGHT	76/586813	Apr 15, 2004	NutraSweet Property Holdings, Inc.
NUTRASWEET RAW	77/493054	Jun 6, 2008	NutraSweet Property Holdings, Inc.
NUTRASWEET NATURAL	77/493061	Jun 6, 2008	NutraSweet Property Holdings, Inc.

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