

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crystals International Inc.		09/05/2003	CORPORATION:

RECEIVING PARTY DATA

Name:	Mastertaste Purchasing Company
Also Known As:	Crystals International
Street Address:	600 W. Dr. Martin Luther King Jr. Blvd.
City:	Plant City
State/Country:	FLORIDA
Postal Code:	33563
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1354558	SPEAKEASY
Registration Number:	1664307	TRUE CRYSTALS
Registration Number:	1697040	CRYSTALAC
Serial Number:	76337176	CRYSTAL CAPS
Registration Number:	2612633	CRYSTALETTES
Registration Number:	2747293	CRYSTALS
Registration Number:	1484868	LEMON PREP
Registration Number:	2677151	LEMON PREP
Registration Number:	2765253	E-Z MIXER

CORRESPONDENCE DATA

Fax Number: (608)361-7062
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 608-361-7023

CH \$240.00 1354558

Email: solson@kerrygroup.com
Correspondent Name: William Coole
Address Line 1: One Millington Road
Address Line 2: Legal Department
Address Line 4: Beloit, WISCONSIN 53511

NAME OF SUBMITTER:	William R. Coole
Signature:	/William R. Coole/
Date:	12/29/2004

Total Attachments: 7

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BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT (this "Assignment"), dated as of September 5th, 2003, is from CRYSTALS INTERNATIONAL INC., a Florida corporation ("Seller"), to MASTERTASTE PURCHASING COMPANY, a Delaware corporation ("Mastertaste"). Capitalized terms used in this Assignment but not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined herein).

WHEREAS, Mastertaste, Kerry Group Services International, Ltd., a Republic of Ireland corporation, and Seller entered into an Asset Purchase Agreement dated as of September 5th, 2003 (the "Asset Purchase Agreement").

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, Seller is to cause the assignment and delivery to Mastertaste, and Mastertaste is to take assignment and delivery of, certain of the Purchased Assets.

NOW, THEREFORE, for good and valuable consideration:

1. Conveyance to Mastertaste.

(a) Seller hereby sells, transfers, assigns, conveys and delivers to Mastertaste all of its right, title and interest in, to and under the Purchased Assets (other than the Know-how), including, without limitation, the purchased assets described in Sections 2.1(a)(i) through 2.1(a)(xviii) of the Asset Purchase Agreement (the "Mastertaste Acquired Assets").

(b) Seller hereby sells, transfers, assigns, conveys and delivers to Mastertaste all its rights, title and interest in, to and under the Business as defined in the Asset Purchase Agreement.

(c) From time to time after the date hereof, Seller will execute and deliver such instruments and documents to Mastertaste, as Mastertaste may reasonably request, in order to more effectively vest in Mastertaste good title to the Mastertaste Acquired Assets and the Business and to otherwise more effectively transfer such Mastertaste Acquired Assets and Business to Mastertaste as contemplated by the Asset Purchase Agreement.

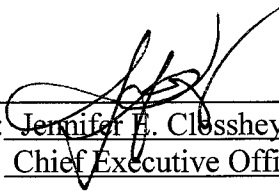
(d) Seller represents and warrants that title to the Mastertaste Acquired Assets referred to herein is conveyed as represented and warranted in the Asset Purchase Agreement. Except as set forth in the preceding sentence or in the Asset Purchase Agreement, Seller makes no representation or warranty, either express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

2. Successors and Assigns. This Assignment shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Mastertaste and its successors and assigns. This instrument shall be effective as to the transfer of the Mastertaste Acquired Assets and the Business referred to herein as of the Closing Date.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions or rules) of the State of Florida.

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly executed by an authorized officer on the day and year first above written.

CRYSTALS INTERNATIONAL INC.

By: 
Name: Jennifer B. Closshey
Title: Chief Executive Officer

1.2 **Construction.** The Parties have participated jointly in the negotiation and preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

1.3 **Headings.** The division of this Agreement into articles, sections, subsections, schedules and exhibits and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The article, section, subsection, exhibit and schedule headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement. All uses of the words "hereto", "herein", "hereof", "hereby" and "hereunder" and similar expressions refer to this Agreement and not to any particular section or portion of it. References to an Article, Section, subsection, Schedule or Exhibit refer to the applicable article, section, subsection, schedule or exhibit of this Agreement.

1.4 **Number and Gender.** In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.5 **Knowledge of Seller.** Where any representation or warranty contained in this Agreement is expressly qualified by reference to the "Knowledge of Seller," it shall be deemed to refer to the actual knowledge of Jennifer E. Closshey and Charles P. Closshey.

1.6 **Agreed Accounting Principles.** All accounting and financial terms used herein, unless specifically provided to the contrary, shall be interpreted and applied in accordance with Agreed Accounting Principles.

1.7 **Statutes.** Unless specified otherwise, reference in this Agreement to a statute refers to that statute or to any amended or restated legislation of comparable effect. Reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

1.8 **"Including."** The word "including" means "including without limitation" and shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.

ARTICLE II **PURCHASE AND SALE**

2.1 Purchased Assets.

(a) Upon the terms and subject to the conditions of this Agreement, on the Closing Date Seller shall sell, transfer, assign, convey and deliver to Mastertaste (or, as provided in Section 13.6, to such permitted assignee of Mastertaste as Mastertaste shall direct), and Mastertaste shall purchase from Seller, on a going concern basis, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the business and operations of Seller

(such business and operations being herein called the "**Business**"), including all of the goodwill attaching thereto and all of the assets and properties of Seller of every kind and description used in connection with the Business, wherever located, real, personal or mixed, tangible or intangible, as the same shall exist on the Closing Date, including all right, title and interest of Seller, in, to and under:

(i) all of the assets reflected on the Balance Sheet, except those disposed of or converted into cash after the Balance Sheet Date December 31, 2002, in the Ordinary Course and the Excluded Assets;

(ii) all notes and accounts receivable generated by the Business;

(iii) the Inventory;

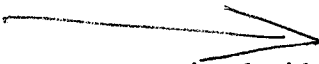
(iv) the Governmental Permits listed in Schedule 5.9, including Seller's water use permit issued by the Southwest Florida Water Management District;

(v) the Owned Real Property listed in Schedule 5.10;

(vi) the Leased Real Property and all leasehold improvements thereto;

(vii) the machinery, equipment, vehicles, furniture and other personal property of the Business, including that listed or referred to in Schedule 5.13;

(viii) the personal property leases listed in Schedule 5.14;

 (ix) the Copyrights, Patent Rights and Trademarks (and all goodwill associated with the foregoing), and the agreements, contracts, licenses, sublicenses, assignments and indemnities listed in Schedule 5.15;

(x) all Intellectual Property (excluding Know-how) including but not limited to reports, customer lists, mailing lists and business plans;

(xi) the agreements listed in Schedule 5.18(A);

(xii) the contracts, agreements or understandings listed or described in Schedule 5.20, including the Option Agreement between the Seller and Tampa Bay Water dated as of January 2003, as extended by the First, Second and Third Option Extension Agreements;

(xiii) the Software listed in Schedule 5.15;

(xiv) except as set forth in Section 2.2, all of Seller's rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Business arising out of transactions occurring prior to the Closing Date;

(xv) the Books and Records, except that Seller may retain one copy of the Books and Records listed on Schedule 2.1(a) to be used by Seller solely in connection with

5.15

Intellectual Property; Software

(a) This Schedule 5.15 contains a true, accurate and complete list and description of all:

(i) Copyrights, Patent Rights and Trademarks (showing in each case any product, device, process, service, business or publication covered thereby, the registered or other owner, expiration date and number, if any), including all assumed or fictitious names under which Seller is conducting the Business or has within the previous five years used in the conduct of the Business, owned by, licensed to or used in connection with the conduct of the Business.

(ii) Software owned by, licensed to or used in the conduct of the Business (showing in each case any owner, licensor or licensee), provided that Schedule 5.15 does not list Software licensed to Seller that is available in consumer retail stores and subject to "shrink-wrap" license agreements; and

(iii) agreements, contracts, licenses, sublicenses, assignments and indemnities (showing in each case the parties thereto and the material terms thereof) which relate to (i) any Copyrights, Patent Rights or Trademarks, (ii) any Know-how owned by, licensed to or used by Seller in connection with the Business or (iii) any Software listed in Schedule 5.15, a copy of each having heretofore been delivered to Buyer.

See Attached listing

(b) Except as disclosed in this Schedule 5.15, Seller either: (i) owns the entire right, title and interest in and to the Intellectual Property, the Software and the Know-how included in the Purchased Assets, free and clear of any Encumbrance; or (ii) has the perpetual, royalty-free right to use the same and such rights and licenses shall not be affected by the transactions contemplated by this Agreement.

None

(c) Except as disclosed in this Schedule 5.15, to the Knowledge of Seller: (i) all registrations for Copyrights, Patent Rights and Trademarks identified in Schedule 5.15 as being owned by Seller are valid and in force, and all applications to register any unregistered Copyrights, Patent Rights and Trademarks so identified are pending and in good standing, all without challenge of any kind; (ii) none of the Intellectual Property owned by Seller is invalid and unenforceable; and (iii) Seller has the sole and exclusive right to bring actions for infringement or unauthorized use of the Intellectual Property, Software and Know-how owned by Seller and, to the Knowledge of Seller, there is no basis for any such action.

None

(d) Except as set forth in this Schedule 5.15, to the Knowledge of Seller no infringement of any Intellectual Property right or Know-how of any other Person has occurred.

None

(e) Except as disclosed in this Schedule 5.15, to the Knowledge of Seller, all commercially reasonable steps to protect all Know-how and all copyrightable, patentable or trade secret material owned by Seller and included in the Purchased Assets has been taken, such that the same can continue to be used in the conduct of the Business following the Closing in the same manner as such were used prior to the Closing.

None

CII Stylebook of Corporate Standards

Book 1 - CORPORATE

Trademarks

Federally-registered Names Owned by CII:

Ingredients Division

- ▶ CrystaLac® Freeze-dried Sweetened Condensed Milk Powder
- ▶ Crystalettes® Freeze-dried Fruit Flavors

Foodservice Division

- ▶ True Crystals® Cocktail Mixers
- ▶ Lemon Prep®
- ▶ Speakeasy®

Trademarked Names Used by Crystals International Inc.:

Ingredients Division

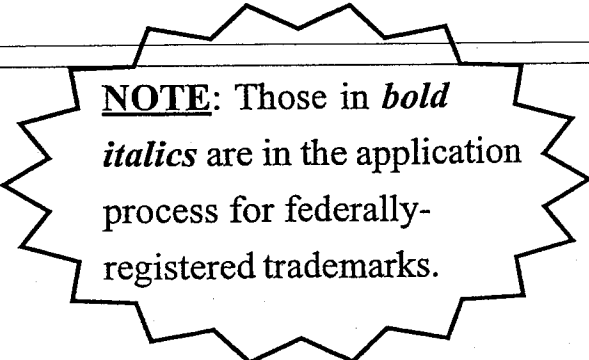
- ▶ *Crystals™ Freeze-dried Fruit and Vegetable Juice Powders*
- ▶ *Crystal Caps™ Freeze-dried Encapsulated Fruit Juice Powders*
- ▶ *Juice Plus™ Freeze-dried Fruit Flavors*

Foodservice Division

- ▶ Tropical Hurricane™ Cocktail Mixer
- ▶ *Bar Blaster™*
- ▶ Crystals International Foods™
- ▶ Paradise Bay™
- ▶ CoolFuel™

Ideas & Innovations, Inc.

- ▶ *E-Z Mixer™*
- ▶ *24CarrotFarms™*



NOTE: Those in *bold italics* are in the application process for federally-registered trademarks.