

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482007

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900449555		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Natural Flavors, Inc.		02/01/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Firmenich Incorporated		
Street Address:	250 Plainsboro Road		
City:	Plainsboro		
State/Country:	NEW JERSEY		
Postal Code:	08536		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2153229	FLAVORGANICS	
Registration Number:	2951139	FLAVORGANICS	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<i>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.</i>			
Phone:	215-979-1191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	F2000-00046		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	07/16/2018		
Total Attachments: 6			
source=Firmenich - Natural Flavors - Intellectual Property Assignment Agreement#page1.tif			
source=Firmenich - Natural Flavors - Intellectual Property Assignment Agreement#page2.tif			
source=Firmenich - Natural Flavors - Intellectual Property Assignment Agreement#page3.tif			

source=Firmenich - Natural Flavors - Intellectual Property Assignment Agreement#page4.tif

source=Firmenich - Natural Flavors - Intellectual Property Assignment Agreement#page5.tif

source=Firmenich - Natural Flavors - Intellectual Property Assignment Agreement#page6.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Intellectual Property Assignment**”) is executed, acknowledged and delivered as of February 1, 2018 by and among Natural Flavors, Inc., a New York corporation (the “**Company**”), and Firmenich Incorporated, a Delaware corporation (“**Buyer**”), in accordance with, and pursuant to, the terms and conditions of that certain Asset Purchase Agreement, dated as of December 20, 2017, between the Company, its shareholders and Buyer (the “**Purchase Agreement**”). Capitalized terms used and not expressly defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, the Company owns Intellectual Property, as defined and described in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, the Company agrees to sell, convey, assign, transfer and deliver to Buyer all right, title and interest of the Company in and to all Intellectual Property rights of the Company other than the Excluded Assets (“**Assigned Intellectual Property**”);

WHEREAS, the Assigned Intellectual Property includes, without limitation, the registered trademarks identified in Schedule 1 attached hereto (“**Assigned Registered Trademarks**”);

WHEREAS, the Company and Buyer desire to effect the assignment of the Assigned Intellectual Property by the Company to Buyer; and

WHEREAS, the Company and Buyer desire further to confirm the assignment of the Assigned Registered Trademarks for purposes of filing and recording such assignment with all applicable intellectual property offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Company hereby sells, conveys, assigns, transfers and delivers, irrevocably, absolutely and unconditionally, and Buyer accepts, all of the right, title and interest of the Company in and to the Assigned Intellectual Property, including, without limitation, the Assigned Registered Trademarks, together with (a) all the goodwill of the business associated with the use of and symbolized by the Assigned Registered Trademarks, (b) all Claims, and rights to proceeds of Claims, by the Company against third parties arising from past, present, or future infringement of or violations of licenses of the Assigned Registered Trademarks, (c) the right to sue and bring action for any and all infringements and unauthorized use of said Assigned Registered Trademarks, if any, which may have arisen prior to the date hereof, and (d) all rights and privileges under the

Assigned Registered Trademarks, including the right to renew and/or register the Assigned Registered Trademarks or any variant thereof anywhere in the world.

2. At the written request of Buyer, and at Buyer's sole cost and expense, the Company shall execute all separate written assignments, instruments and documents and do all things deemed reasonably necessary by Buyer to enable Buyer to obtain, secure, formalize or perfect any rights or other forms of protection for the Assigned Intellectual Property, in the United States and in other countries worldwide.
3. Notwithstanding anything to the contrary herein, the Company is executing and delivering this Intellectual Property Assignment in accordance with and subject to all of the terms and provisions of the Purchase Agreement.
4. In the event of any ambiguity or conflict between the terms of this Intellectual Property Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.
5. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
6. This Intellectual Property Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal Laws of the State of Delaware applicable to contracts made in that state, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.
7. The parties each agree to the exclusive jurisdiction of the Chancery Court of the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court sitting in the State of Delaware), with respect to any Claim arising under or relating to this Intellectual Property Assignment and/or the transactions contemplated hereunder, and waives personal service of any and all process upon it, and consents that all services of process be made by registered or certified mail, return receipt requested, directed to it at its address as set forth in the Asset Purchase Agreement, and service so made shall be deemed to be completed when received. The parties each waive any objection based on forum non conveniens and waive any objection to venue of any action instituted hereunder. Nothing in this paragraph shall affect the right of the parties to serve legal process in any other manner permitted by Law.
8. This Intellectual Property Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Intellectual Property Assignment may be executed through the exchange of pdf email signature pages or other electronic means, which shall have the same legal effect as original signatures.


9. Whenever possible, each provision of this Intellectual Property Assignment shall be interpreted in such a manner as to be effective and valid under applicable Law, but if any provision of this Intellectual Property Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and, for purposes of such jurisdiction, such provision or portion thereof shall be struck from the remainder of this Agreement, which shall remain in full force and effect. This Intellectual Property Assignment shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the parties under this Intellectual Property Assignment.
10. This Intellectual Property Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.
11. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

COMPANY:

NATURAL FLAVORS, INC.

By: 
Name: Jason Stein
Title: Executive Vice President &
Secretary

BUYER:

FIRMENICH INCORPORATED

By: _____
Name: Matthew Furner
Title: President

By: _____
Name: Douglas J. Lucht
Title: Vice President, Finance

[Signature page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

COMPANY:

NATURAL FLAVORS, INC.

By: _____

Name: Jason Stein

Title: Executive Vice President &
Secretary

BUYER:

FIRMENICH INCORPORATED

By: _____

Name: Matthew Furner

Title: President

By: _____

Name: Douglas J. Lucht

Title: Vice President, Finance

[Signature page to Intellectual Property Assignment Agreement]

Schedule 1

Mark	Country	Serial Number	Registration Number	International Class
FLAVORGANICS	U.S.	75243005	2153229	003
FLAVORGANICS	U.S.	76581545	2951139	030
NF – NATURAL FLAVORS & Design	Brazil	831021748	831021748	029
NF – NATURAL FLAVORS & Design	Brazil	831021780	831021780	030
NF – NATURAL FLAVORS & Design	Brazil	831021802	831021802	035