

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	06/30/2019

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Innovative Food Processors, Inc.		06/30/2019	Corporation: DELAWARE

**NEWLY MERGED ENTITY DATA**

Name	Execution Date	Entity Type
SensoryEffects, Inc.	06/30/2019	Corporation: DELAWARE

**MERGED ENTITY'S NEW NAME (RECEIVING PARTY)**

<b>Name:</b>	SensoryEffects, Inc.
<b>Street Address:</b>	67 South Main Street, Suite 200
<b>Internal Address:</b>	Attn: Kylie Jones
<b>City:</b>	Layton
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84041
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2511093	TOMATOMAX
<b>Registration Number:</b>	1729925	IFP
<b>Registration Number:</b>	1596708	INSTA*STARCH
<b>Registration Number:</b>	1318431	INSTA-THICK
<b>Registration Number:</b>	2652595	PRIMECAP
<b>Registration Number:</b>	1786941	VIS*QUICK
<b>Registration Number:</b>	4915311	PETROCAP
<b>Registration Number:</b>	4933772	INSTA*POTATO

**CORRESPONDENCE DATA**

Fax Number:

*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.*

OP \$215.00 2511093

**Phone:** 801-820-1128  
**Email:** kjones@balchem.com  
**Correspondent Name:** SensoryEffects, Inc.  
**Address Line 1:** 67 South Main Street, Suite 200  
**Address Line 2:** Attn: Kylie Jones  
**Address Line 4:** Layton, UTAH 84041

**NAME OF SUBMITTER:** Kylie Jones

**SIGNATURE:** /Kylie Jones/

**DATE SIGNED:** 07/01/2019

**Total Attachments: 18**

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**AGREEMENT AND PLAN OF MERGER**  
of  
**Innovative Food Processors, Inc.**  
**(a Delaware corporation)**  
with and into  
**SensoryEffects, Inc.**  
**(a Delaware corporation)**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of June 30, 2019 by and between Innovative Food Processors, Inc., a Delaware corporation ("IFP"), and SensoryEffects, Inc., a Delaware corporation ("SensoryEffects") and, together with IFP, the "Constituent Corporations").

RECITALS:

A. The Boards of Directors of IFP and SensoryEffects have determined that it is advisable and in the best interests of both corporations and their sole stockholder that IFP merge with and into SensoryEffects upon the terms and conditions herein provided, with SensoryEffects as the surviving corporation (the "Merger").

B. The respective Board of Directors of SensoryEffects and IFP have approved this Agreement and the transactions contemplated hereby, and have directed that this Agreement be executed by the undersigned officers.

C. IFP and SensoryEffects are both wholly owned subsidiaries of Balchem Corporation, a Maryland corporation (the "Stockholder"), and the Stockholder has approved this Agreement and the transactions contemplated hereby.

D. The parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, for United States federal income tax purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I  
MERGER

1.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 251 of the Delaware General Corporation Law (the "DGCL"), IFP shall be merged with and into SensoryEffects (the "Merger") at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of IFP shall cease, and SensoryEffects shall continue as the surviving corporation (the "Surviving Corporation").

1.2 Filings and Effectiveness. The parties shall prepare, execute and file a certificate of merger with respect to the Merger complying with Section 251(c) of the DGCL (the "Certificate of Merger") with the Secretary of State of the State of Delaware. The Merger shall

become effective as of 11:59 p.m. Eastern Daylight Time on June 30, 2019 (the “Effective Time”).

1.3 Effect of the Merger. The Merger shall have the effects set forth in the DGCL, including without limitation, Section 259 of the DGCL. Without limiting the generality of the foregoing, upon the Effective Time, the separate existence of IFP shall cease and SensoryEffects, as the Surviving Corporation shall (a) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (b) succeed, without other transfer, to all of the assets, rights, powers and property of IFP, (c) continue to be subject to all of the debts, liabilities and obligations of SensoryEffects as constituted immediately prior to the Effective Time and (d) shall succeed, without other transfer, to all of the debts, liabilities and obligations of IFP in the same manner as if SensoryEffects had itself incurred them, all as more fully provided under the applicable provisions of the DGCL.

## ARTICLE II ORGANIZATIONAL DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of SensoryEffects as in effect immediately prior to the Effective Time shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation from and after the Effective Time, until thereafter amended as provided by applicable law and such Certificate of Incorporation.

2.2 Bylaws. The Bylaws of SensoryEffects as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of SensoryEffects immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

## ARTICLE III CAPITAL STOCK

3.1 IFP Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of SensoryEffects or IFP or the Stockholder, each share of common stock of IFP issued and outstanding and held by the Stockholder or held in treasury immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist, and no consideration shall be delivered or receivable in exchange therefor.

3.2 SensoryEffects Capital Stock. From and after the Effective Time, each share of SensoryEffects common stock, \$0.01 par value per share, issued and outstanding and held by the Stockholder or held in treasury immediately prior thereto shall remain outstanding or held in treasury as one fully paid and nonassessable share of common stock, \$0.01 par value per share, of the Surviving Corporation.

ARTICLE IV  
GENERAL

4.1 Further Assurances. From time to time, as and when required by SensoryEffects or by its successors or assigns, there shall be executed and delivered on behalf of IFP such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by SensoryEffects the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of IFP and otherwise to carry out the purposes of this Agreement, and the officers and directors of SensoryEffects are fully authorized in the name and on behalf of IFP or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

4.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4.4 Amendments; Waivers. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

4.5 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

4.6 Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

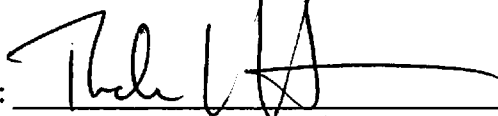
4.7 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed and entered into this Agreement and Plan of Merger as of the day and year first above written.

INNOVATIVE FOOD PROCESSORS, INC.

*MAS*

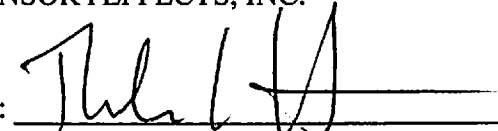
By: 

Name: Theodore L. Harris

Title: President

SENSORYEFFECTS, INC.

*MAS*

By: 

Name: Theodore L. Harris

Title: President

*SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER*

**CERTIFICATE OF MERGER  
OF  
INNOVATIVE FOOD PROCESSORS, INC.  
(a Delaware corporation)  
with and into  
SENSORYEFFECTS, INC.  
(a Delaware corporation)**

Pursuant to Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), SensoryEffects, Inc., a Delaware corporation (the "Corporation"), hereby certifies the following information relating to the merger of Innovative Food Processors, Inc., a Delaware corporation (the "IFP"), with and into the Corporation (the "Merger"):

**FIRST:** The name and state of incorporation of each of the constituent corporations that is party to the Merger (together, the "Constituent Corporations") are as follows:

<u>Name</u>	<u>State of Incorporation</u>
SensoryEffects, Inc.	Delaware
Innovative Food Processors, Inc.	Delaware

**SECOND:** An Agreement and Plan of Merger (the "Agreement and Plan of Merger") by and between the Corporation and IFP setting forth the terms and conditions of the Merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 251 of the DGCL. .

**THIRD:** The name of the surviving corporation in the Merger shall be SensoryEffects, Inc., a Delaware corporation (the "Surviving Corporation").

**FOURTH:** The Certificate of Incorporation of the Corporation, as in effect immediately prior to the Merger, shall be the Certificate of Incorporation of the Surviving Corporation.

**FIFTH:** The Merger shall be effective as of 11:59 pm Eastern Daylight Time on June 30, 2019.

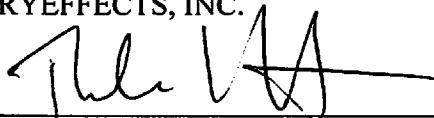
**SIXTH:** An executed copy of the Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation, the address of which is 13723 Riverport Drive, Suite 201

**SEVENTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either Constituent Corporation.

**IN WITNESS WHEREOF**, the Surviving Corporation has caused this Certificate of Merger to be executed by its duly authorized officer this 30<sup>th</sup> day of June, 2019.

SENSORYEFFECTS, INC.

*MAS*

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

Name: Theodore L. Harris

Title: President and Chief Executive Officer



**INNOVATIVE FOOD PROCESSORS, INC.**

**Action by Written Consent of Sole Director**

**June 30, 2019**

The undersigned, being the sole director of Innovative Food Processors, Inc., a Delaware corporation (the "Corporation"), hereby consents to the following actions and adopts and approves the following resolutions by written consent pursuant to Section 141(f) of the Delaware General Corporation Law, said actions and resolutions to have the same force and effect as if taken or adopted at a meeting duly called and held therefor:

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined that it is desirable and in the best interests of the Corporation and its sole stockholder that the Corporation merge with and into SensoryEffects, Inc., a Delaware corporation ("SensoryEffects"), with the SensoryEffects continuing as the surviving corporation (the "Merger"); and

WHEREAS, the Board has been presented with and reviewed that certain Agreement and Plan of Merger attached hereto as Exhibit A (the "Merger Agreement") by and between the Corporation and SensoryEffects setting forth proposed terms for the Merger; and

WHEREAS, after due consideration, the Board desires to adopt and approve the Merger Agreement and the Merger;

NOW, THEREFORE, it is hereby:

RESOLVED: That, after consideration of the terms and conditions of the Merger Agreement, the Board hereby determines and declares that the Merger Agreement and the Merger, and the execution, delivery and performance by the Corporation of the Merger Agreement, are advisable and in the best interests of the Corporation and its sole stockholder; and

FURTHER RESOLVED: That the Board hereby adopts and approves the Merger Agreement and approves the Merger and other transactions contemplated by the Merger Agreement and the execution, delivery and performance by the Corporation of the Merger Agreement; and

FURTHER RESOLVED: That the Merger Agreement be submitted to the Corporation's sole stockholder for its consideration and approval, with the recommendation of the Board that the sole stockholder of the Corporation approve the Merger Agreement and the transactions contemplated thereby; and

FURTHER RESOLVED: That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed to prepare, execute and file such governmental filings as may be necessary, appropriate, advisable or required by law in connection with the Merger and pay any and all filing fees associated therewith, including but not limited to, the

Innovative Food Processors, Inc.  
Action by Written Consent of Sole Director  
June 30, 2019

execution and filing of a Certificate of Merger with the Secretary of State of the State of Delaware in the form prescribed by the Delaware General Corporation Law; and

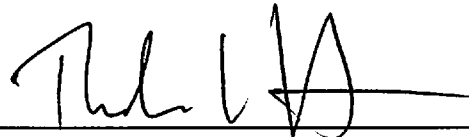
FURTHER RESOLVED: That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute, deliver and file any and all agreements, documents, instruments and certificates and take any and all other actions as such officer may deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions, the execution, delivery and filing of such agreements, instruments, documents and certificates, and the taking of such actions by such officer to be conclusive evidence of his or her approval thereof and of the due authorization and approval thereof by this Board and of such officer's approval of the terms and conditions thereof; and

FURTHER RESOLVED: That all lawful acts taken by or on behalf of the Corporation by its shareholders, directors, officers, employees, agents, or anyone else acting on its behalf through the date hereof in furtherance of or in connection with or relating to the foregoing resolutions be, and they hereby are, in all respects, ratified, confirmed and approved; and

FURTHER RESOLVED: That the Secretary of the Corporation be, and hereby is, directed to file an executed copy of this consent in the records of meetings of the Board.

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of Sole Director effective as of the date first above written.

MAS



\_\_\_\_\_  
Theodore L. Harris, Sole Director

ATTACHMENTS:

Exhibit A: Agreement and Plan of Merger

**EXHIBIT A**

**Agreement and Plan of Merger**

See attached.

**INNOVATIVE FOOD PROCESSORS, INC.**

**Action by Written Consent of Sole Stockholder**

**June 30, 2019**

The undersigned, being the sole stockholder of Innovative Food Processors, Inc., a Delaware corporation (the "Corporation"), hereby consents to and takes the following actions and adopts the following resolutions by written consent pursuant to Section 228 of the Delaware General Corporation Law, said actions and resolutions to have the same force and effect as if taken and adopted at a meeting duly called and held therefor:

**WHEREAS**, the Board of Directors of the Corporation (the "Board") has determined that it is desirable and in the best interests of the Corporation and its sole stockholder that the Corporation merge with and into SensoryEffects, Inc., a Delaware corporation ("SensoryEffects"), with the SensoryEffects continuing as the surviving corporation (the "Merger"); and

**WHEREAS**, the Board has adopted and approved that certain Agreement and Plan of Merger attached hereto as Exhibit A (the "Merger Agreement") by and between the Corporation and SensoryEffects setting forth the terms of the proposed Merger; and

**WHEREAS**, the Board has adopted resolutions declaring that the Merger Agreement and the Merger are advisable and in the best interests of the Corporation and its sole stockholder and directing that the Merger Agreement be submitted to the Corporation's sole stockholder for its consideration and approval, with the recommendation of the Board that the sole stockholder of the Corporation approve the Merger Agreement and the transactions contemplated thereby;

**NOW, THEREFORE**, it is hereby:

**RESOLVED**: That the Merger Agreement be, and it hereby is, adopted and approved by the sole stockholder of the Corporation, and that Merger and other transactions contemplated by the Merger Agreement and the execution, delivery and performance by the Corporation of the Merger Agreement be, and they hereby are, authorized and approved by the sole stockholder of the Corporation; and

**FURTHER RESOLVED**: That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed to prepare, execute and file such governmental filings as may be necessary, appropriate, advisable or required by law in connection with the Merger and pay any and all filing fees associated therewith, including but not limited to, the execution and filing of a Certificate of Merger with the Secretary of State of the State of Delaware in the form prescribed by the Delaware General Corporation Law; and

**FURTHER RESOLVED**: That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute, deliver and file any and all agreements, documents, instruments and certificates and take any and all other actions as such officer may deem necessary or appropriate

to carry out the purpose and intent of the foregoing resolutions, the execution, delivery and filing of such agreements, instruments, documents and certificates, and the taking of such actions by such officer to be conclusive evidence of his or her approval thereof and of the due authorization and approval thereof hereunder and of such officer's approval of the terms and conditions thereof; and

**FURTHER RESOLVED:** That all lawful acts taken by or on behalf of the Corporation by its stockholder, directors, officers, employees, agents, or anyone else acting on its behalf through the date hereof in furtherance of or in connection with or relating to the foregoing resolutions be, and they hereby are, in all respects, ratified, confirmed and approved; and

**FURTHER RESOLVED:** That the Secretary of the Corporation be, and hereby is, directed to file an executed copy of this consent in the records of meetings of the stockholders of the Corporation.

**IN WITNESS WHEREOF,** the undersigned has executed this Consent in its capacity as the sole stockholder of Innovative Food Processors, Inc. to be effective as of the date first above written.

**BALCHEM CORPORATION**

*MAS*

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

Name: Theodore L. Harris

Title: President and CEO

ATTACHMENTS:

Exhibit A: Agreement and Plan of Merger

**EXHIBIT A**

**Agreement and Plan of Merger**

See attached.

**SENSORYEFFECTS, INC.**

**Action by Written Consent of Sole Director**

**June 30, 2019**

The undersigned, being the sole director of SensoryEffects, Inc., a Delaware corporation (the "Corporation"), hereby consents to the following actions and adopts and approves the following resolutions by written consent pursuant to Section 141(f) of the Delaware General Corporation Law, said actions and resolutions to have the same force and effect as if taken or adopted at a meeting duly called and held therefor:

**WHEREAS**, the Board of Directors of the Corporation (the "Board") has determined that it is desirable and in the best interests of the Corporation and its sole stockholder that the Corporation merge with Innovative Food Processors, Inc., a Delaware corporation ("IFP"), with the Corporation continuing as the surviving corporation (the "Merger"); and

**WHEREAS**, the Board has been presented with and reviewed that certain Agreement and Plan of Merger attached hereto as Exhibit A (the "Merger Agreement") by and between the Corporation and IFP setting forth proposed terms for the Merger; and

**WHEREAS**, after due consideration, the Board desires to adopt and approve the Merger Agreement and the Merger;

**NOW, THEREFORE**, it is hereby:

**RESOLVED**: That, after consideration of the terms and conditions of the Merger Agreement, the Board hereby determines and declares that the Merger Agreement and the Merger, and the execution, delivery and performance by the Corporation of the Merger Agreement, are advisable and in the best interests of the Corporation and its sole stockholder; and

**FURTHER RESOLVED**: That the Board hereby adopts and approves the Merger Agreement and approves the Merger and other transactions contemplated by the Merger Agreement and the execution, delivery and performance by the Corporation of the Merger Agreement; and

**FURTHER RESOLVED**: That the Merger Agreement be submitted to the Corporation's sole stockholder for its consideration and approval, with the recommendation of the Board that the sole stockholder of the Corporation approve the Merger Agreement and the transactions contemplated thereby; and

**FURTHER RESOLVED**: That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed to prepare, execute and file such governmental filings as may be necessary, appropriate, advisable or required by law in connection with the Merger and pay any and all filing fees associated therewith, including but not limited to, the filing of a Certificate of Merger with the Secretary of State of the State of Delaware in the form prescribed by the Delaware General Corporation Law; and

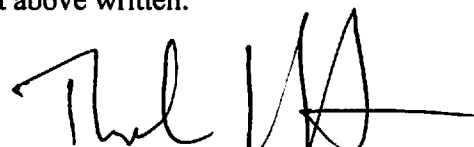
SensoryEffects, Inc.  
Action by Written Consent of Sole Director  
June 30, 2019

**FURTHER RESOLVED:** That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute, deliver and file any and all agreements, documents, instruments and certificates and take any and all other actions as such officer may deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions, the execution, delivery and filing of such agreements, instruments, documents and certificates, and the taking of such actions by such officer to be conclusive evidence of his or her approval thereof and of the due authorization and approval thereof by this Board and of such officer's approval of the terms and conditions thereof; and

**FURTHER RESOLVED:** That all lawful acts taken by or on behalf of the Corporation by its shareholders, directors, officers, employees, agents, or anyone else acting on its behalf through the date hereof in furtherance of or in connection with or relating to the foregoing resolutions be, and they hereby are, in all respects, ratified, confirmed and approved; and

**FURTHER RESOLVED:** That the Secretary of the Corporation be, and hereby is, directed to file an executed copy of this consent in the records of meetings of the Board.

**IN WITNESS WHEREOF,** the undersigned has executed this Action by Written Consent of Sole Director effective as of the date first above written.

*MAS*   
\_\_\_\_\_  
Theodore L. Harris, Sole Director

ATTACHMENTS:

Exhibit A: Agreement and Plan of Merger



**EXHIBIT A**

**Agreement and Plan of Merger**

See attached.

**SENSORYEFFECTS, INC.**

**Action by Written Consent of Sole Stockholder**

**June 30, 2019**

The undersigned, being the sole stockholder of SensoryEffects, Inc., a Delaware corporation (the "Corporation"), hereby consents to and takes the following actions and adopts the following resolutions by written consent pursuant to Section 228 of the Delaware General Corporation Law, said actions and resolutions to have the same force and effect as if taken and adopted at a meeting duly called and held therefor:

**WHEREAS**, the Board of Directors of the Corporation (the "Board") has determined that it is desirable and in the best interests of the Corporation and its sole stockholder that the Corporation merge with Innovative Food Processors, Inc., a Delaware corporation ("IFP"), with the Corporation continuing as the surviving corporation (the "Merger"); and

**WHEREAS**, the Board has adopted and approved that certain Agreement and Plan of Merger attached hereto as Exhibit A (the "Merger Agreement") by and between the Corporation and IFP setting forth the terms of the proposed Merger; and

**WHEREAS**, the Board has adopted resolutions declaring that the Merger Agreement and the Merger are advisable and in the best interests of the Corporation and its sole stockholder and directing that the Merger Agreement be submitted to the Corporation's sole stockholder for its consideration and approval, with the recommendation of the Board that the sole stockholder of the Corporation approve the Merger Agreement and the transactions contemplated thereby;

**NOW, THEREFORE**, it is hereby:

**RESOLVED**: That the Merger Agreement be, and it hereby is, adopted and approved by the sole stockholder of the Corporation, and that Merger and other transactions contemplated by the Merger Agreement and the execution, delivery and performance by the Corporation of the Merger Agreement be, and they hereby are, authorized and approved by the sole stockholder of the Corporation; and

**FURTHER RESOLVED**: That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed to prepare, execute and file such governmental filings as may be necessary, appropriate, advisable or required by law in connection with the Merger and pay any and all filing fees associated therewith, including but not limited to, the execution and filing of a Certificate of Merger with the Secretary of State of the State of Delaware in the form prescribed by the Delaware General Corporation Law; and

**FURTHER RESOLVED**: That the officers of the Corporation be, and each acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute, deliver and file any and all agreements, documents, instruments and certificates and take any and all other actions as such officer may deem necessary or appropriate to carry out the purpose and intent of the foregoing resolutions, the execution, delivery and filing

of such agreements, instruments, documents and certificates, and the taking of such actions by such officer to be conclusive evidence of his or her approval thereof and of the due authorization and approval thereof hereunder and of such officer's approval of the terms and conditions thereof; and

**FURTHER RESOLVED:** That all lawful acts taken by or on behalf of the Corporation by its stockholder, directors, officers, employees, agents, or anyone else acting on its behalf through the date hereof in furtherance of or in connection with or relating to the foregoing resolutions be, and they hereby are, in all respects, ratified, confirmed and approved; and

**FURTHER RESOLVED:** That the Secretary of the Corporation be, and hereby is, directed to file an executed copy of this consent in the records of meetings of the stockholders of the Corporation.

**IN WITNESS WHEREOF,** the undersigned has executed this Consent in its capacity as the sole stockholder of SensoryEffects, Inc. to be effective as of the date first above written.

BALCHEM CORPORATION

*MAS*

By: 

Name: Theodore L. Harris

Title: President and CEO

ATTACHMENTS:

Exhibit A: Agreement and Plan of Merger

**EXHIBIT A**

**Agreement and Plan of Merger**

See attached.