

GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS

This GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS (this "General Assignment") is made this 11th day of December, 2013, by and between Flavours Inc., a Delaware corporation (the "Assignor"), located at 24855 Corbit Place, Yorba Linda, CA, 92887, and Development Specialists, Inc., located at 333 S Grand Ave, Suite 4070, Los Angeles, CA 90071 (the "Assignee").

WHEREAS, the Assignor is indebted to various persons, corporations and other entities, is unable to pay its debts in full, has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of their creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof fairly distributed to the Assignor's creditors without any preference or priority, except such priority as established and permitted by applicable law;

NOW, THEREFORE, in consideration of the Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by the Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby AGREED:

1. Transfer Of Assets. The Assignor hereby assigns, grants, conveys, transfers and sets over to the Assignee all right, title and interest in personal property and assets, whatsoever and wheresoever situated, which are now, or have ever been, used in connection with the operation of the Assignor's business, and which assets include, but are not limited to, all personal property and any interest therein exempt from execution, including all machinery, inventory, equipment, fixtures, furniture, books, bills, accounts receivable, cash on hand, cash in any bank, patents, copyrights, trademarks and trade names, insurance policies, tax refunds, rebates, general intangibles, investment property, insurance refunds and claims, and causes of action that are legally assignable, together with the proceeds of any non-assignable causes of action that may hereafter be recovered or received by the Assignor. Further, this General Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority, and the Assignor agrees to sign and execute a power of attorney or other such document(s) as may be required to enable the Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. The Assignor agrees to endorse any refund checks relating to the prior operations of the Assignor's business and to deliver such checks immediately to the Assignee.

2. Contracts, Leases And Leasehold Interests. This General Assignment includes all contracts and leases of and leasehold interests in any asset of the Assignor; however, should the Assignee determine that any such contract, lease or leasehold interest is of no realizable value to the assignment estate, then such contract, lease or interest is thereby relinquished without further liability or obligation to the Assignee.

3. Forwarding Of Mail. The Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by the Assignee.

4. Powers And Duties Of The Assignee. The Assignee shall have all powers necessary to marshal and liquidate the assignment estate including, but not limited to:

a. Collecting any and all accounts receivable and obligations owing to the Assignor and not otherwise sold by the Assignee.

b. Selling or otherwise disposing of all tangible and intangible personal property of the Assignor including, but not limited to, all of the Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, investment property, causes or choses in action and general intangibles in such manner as the Assignee deems best. The Assignee shall have the power to execute any and all documents necessary to effectuate the sale of any such property and to convey title to same.

c. Employing an auctioneer or appraiser to appraise any of the Assignor's assets and to conduct any public sale of the assets and to advertise any such sale in such manner as the Assignee deems best. The Assignee shall have the power to execute bills of sale and any other such documents necessary to convey right, title and interest in to the Assignor's property to any bona fide buyer.

d. Employing attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

e. Requiring each of the Assignor's creditors to whom any balance is owing to submit verified statements to the Assignee of its claim(s), pursuant to California Code of Civil Procedure § 1802.

f. Settling any and all claims against or in favor of the Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of the Assignor.

g. Opening bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this General Assignment as the Assignee may deem necessary or advisable.

h. To conduct the business of the Assignor, should the Assignee deem such operation proper.

i. Applying the net proceeds arising from the operation of and liquidation of the Assignor's business and assets, in the following priority amounts, as follows:

(1) FIRST, to deduct all sums which the Assignee, at its option, may pay for the discharge of any lien on any assignment estate property and any indebtedness

which under the law is entitled to priority of payment, and to reimburse the Assignee as to all costs advanced by the Assignee or any third party for the preservation of the assignment estate's assets, including the maintenance and insurance of said assets and the expenses of any operation.

(2) SECOND, all costs and expenses incidental to the administration of the assignment estate, including the payment of reasonable compensation to the Assignee, and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of this General Assignment and any other professionals the Assignee deems necessary to properly administer the assignment estate.

(3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this General Assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, all monies due employees of the Assignor entitled to priority as defined under California Code of Civil Procedure §1204 up to the statutory maximum.

(5) FIFTH, all state, county and municipality taxes of any nature whatsoever, owing as of the date of this General Assignment, including, but not limited, to employment, property, and income taxes.

(6) SIXTH, all monies due individuals on account of deposits made to the Assignor entitled to priority as defined under California Code of Civil Procedure §1204.5 up to the statutory maximum.

(7) SEVENTH, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. Disputed claims shall include a dispute related to any avoidance action the Assignee may have under state law. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. No distribution shall be in an amount less than \$100,000 (in the aggregate) except the final distribution.

(8) EIGHTH, any monies (distributions) unclaimed by creditors ninety (90) days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this General Assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their

respective dividend checks from the assignment estate, so long as any such distribution exceeds one percent (1%) of each such creditor's allowed claim.

(9) NINTH, the surplus, if any, of the assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of the Assignor, as per the list of equity holders provided with the making of this General Assignment.

j. Doing and performing any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to the Assignor's creditors.

5. Rights Of Creditors. All rights and remedies of the creditors against any surety or sureties for the Assignor are hereby expressly reserved and nothing herein shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for all or any part of their claims against the Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property, creditors or effects of the Assignor.

6. Liability Of The Assignee. It is understood and agreed that neither the Assignee nor any of its employees, officers, agents or representatives will assume any personal liability or responsibility for any of its acts as the Assignee herein, but its obligation shall be limited to the performance of the terms and conditions of this General Assignment in good faith and in the exercise of its business judgment. The Assignee shall be indemnified by the assignment estate for any claims brought by any party against the Assignee for any of its acts as the Assignee herein.

7. Warranties Of The Assignors. The Assignor hereby warrants as follows:

a. The list of creditors under oath delivered concurrently herewith to the Assignee and as required under California Code of Civil Procedure § 1802 is complete and correct as reflected by the books and records of the Assignor, as to the names of the Assignor's creditors, their addresses and the amounts due them.

b. The Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Assignee in its orderly liquidation of the Assignor's assets, the collection of any and all monies owing the Assignor and in the distribution of said monies and proceeds of asset sales to the Assignor's creditors; provided, however, the officers and directors of the Assignor shall only provide such assistance to the Assignee to the extent, and on the condition that, they are reasonably compensated for such services.


8. Power Of Attorney. The Assignor, by this General Assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute any action in the name of the Assignor as Attorney in Fact. Further, on the date this General Assignment is accepted by the Assignee, the Assignee shall succeed to all of the rights and privileges of the Assignor, including any attorney-client privilege, in respect to

any potential or actual claims, cases, controversies, or causes of action and shall be deemed to be a representative of the Assignor with respect to all such potential or actual claims, cases, controversies, or causes of action.

9. Acceptance By The Assignee. By execution of this General Assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive for its services in connection with the assignment estate, a flat fee of \$145,000, plus up to \$10,000 for out-of-pocket expenses. In addition, the Assignee shall be reimbursed for reasonable attorneys' fees and other professional fees incurred in connection with the making of this assignment and the administration of the assignment estate, as well as other reasonable expenses incurred in connection with the administration of the assignment estate, as provided for in the Budget.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first
above written:

FLAVOURS, INC., a Delaware corporation

By: 
Name: Ryan Glaws
Its: Vice President
Attested to by: _____

Its Secretary

Assignee Acceptance by: _____
Matthew P. Sorenson, Vice President
Development Specialists, Inc.

Date of Acceptance: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first
above written:

FLAVOURS, INC., a Delaware corporation

By: _____

Name: _____

Its: _____

Attested to by: _____

Its Secretary

Assignee Acceptance by:  _____

Matthew P. Sorenson, Vice President
Development Specialists, Inc.

Date of Acceptance: 12 / 12 / 13

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Development Specialists, Inc., an Illinois corporation, the assignee for the Benefit of Creditors (the "Assignee") of Flavours, Inc., a Delaware corporation (the "Assignor"), for a good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, sell, assign and transfer unto {Name of Buyer}, a _____ company, all its right, title and interest, AS IS AND WHERE IS, in and to all personal property wherever located and whenever acquired or arising, whether tangible or intangible, including but not limited to accounts, inventory, machinery and equipment, general intangibles, purchase orders, license agreements, contract rights, names, trade marks, fixtures, leasehold improvements and the property described in the attached Exhibit "A", formerly belonging to the Assignor located at 24855 Corbit Place, Yorba Linda, CA, 92887.

The Assignee warrants full authority to make, execute and deliver this Bill of Sale as said the Assignee, but makes no other representations or warranties, either express or implied, of any type or kind whatsoever, express or implied.

STATEMENT OF CREDITORS AND SHAREHOLDERS

Attached hereto is a schedule of all known creditors of Flavours, Inc., as well as all known shareholders of Flavours, Inc., including each person's address, including city, state and zip codes, together with the amount due each creditor, pursuant to California Code of Civil Procedure §1802.

This Statement is signed under penalty of perjury by the undersigned on this 12 day of December, 2013.

By:  _____

Title: Vice President

Name	Amount	Contact Name	Address	Phone	Email
<u>Accounts Payable</u>					
Accutek Packaging Equip Co Inc	649.56				
Aggreko, LLC	9,315.00				
Air Source Industries	781.85				
Airespring Inc.	563.43				
Airgas USA, LLC	-0.01				
Allen Dunn	0.50				
American Ingredients	212.50				
American Instants , Inc.	0.00				
AmeriGas Propane L.P.	3,037.81				
Apogee Containers Inc.	0.00				
Aramark Uniform Services	5,238.45				
Arrow Lift Rentals	1,385.45				
Arrowhead Direct	466.87				
Astro Packaging	125.00				
AT & T Mobility	3,684.95				
AT&T	120.75				
BCN Research Laboratories, Inc.	4,727.68				
Bearings & Drives, Inc.	8,913.09				
Beckman Coulter	4,499.31				
Biomerieux, Inc.	1,814.40				
Blue Pacific	0.00				
Brandon Cua	0.00				
BRENNTAG	0.00				
BRZoom, LLC	14,500.00				
Bykowski Equipment	6,910.22				
California Department of Public Health	0.00				
California Natural Products	0.00				
California Retrofit Inc.	2,000.00				
Calrecycling	3,312.28				
Capitol Distribution Co.	0.00				
Career 1 Source, LLC	53,250.00				
Carlos Marquez	5,302.80				
CCI Chemical	3,051.07				
Centerline Drivers LLC	20,776.84				
CEPA Operations Inc	2,135.43				
Certified Laboratories of California	235.00				
Certified Laboratories, Inc.	4,133.66				
CHEP Palleon Solutions	6,945.87				
CIT Finance LLC	1,225.14				
Citrus and Allied Essences LTD	118.36				

Name	Amount	Contact Name	Address	Phone	Email
City of Anaheim - Public Utilities	133.02				
City of Brea	432.34				
Classic Property Services	1,850.00				
Click Safety	1,968.75				
Coast Southwest Chemical	0.00				
Cobalt Professional associates, llc	51,630.00				
Cold Control Refrigeration & HVAC	8,029.97				
Colonial Scientific, Inc.	162.63				
Combi Packaging Systems LLC	5,832.00				
Cook Construction	2,600.42				
Cort	134.80				
Custom Scale	1,469.19				
Cybox (Sonitrol of OC)	377.70				
Dell Business Credit	7,193.74				
Development Specialists, Inc.	6,832.50				
DSW Distribution Centers, Inc.	28,848.52				
Dunkel Bros. Machinery Moving, Inc.	8,300.00				
Econo Air	-624.00				
ECUADORIAN RAINFOREST, LLC	0.00				
Edison	40,110.38				
Edison	23,763.31				
Edward Don & Company	2,450.93				
Encore Fruit Marketing	0.00				
ETHICAL NATURALS	0.00				
Excellere Partners	37,743.92				
Felix Camacho	0.00				
Fisher Scientific	0.00				
Flavours, Inc.	0.00				
Fleurchem	284.21				
FOOD GUYS	-658.00				
Fords Packaging Systems	8,359.79				
Forklift Aerial Safety, LLC	895.00				
Franchise Tax Board	0.00				
Francisco Sanchez	10,277.29				
Freight Management, Inc.	3,200.00				
FS Solutions LLC	27,467.50				
G&J Forklift Inc.	28,842.42				
Gillco Ingredients	0.00				
Gilmore Refrigeration, Inc.	0.00				
GNT USA, Inc.	-624.99				
Gum Technology	0.30				
Haaker Equipment Company	202.46				
Hercules Powered Equipment, Inc	0.00				

Name	Amount	Contact Name	Address	Phone	Email
Heuft USA Inc	16,897.58				
HILLYARD / LOS ANGELES	3.44				
Holman HR	225.00				
HP Direct	3,029.72				
Hye Standards Consulting	0.00				
Insight	15,639.13				
Integrity Backflow Company	254.28				
Intelli-Flex	175.00				
Johnson Controls	30,925.29				
Joshua Cua	18,931.96				
Julie Hodson	333.56				
Kalsec Inc.	640.58				
Kamran Staffing Inc.	92,701.39				
Kendall Frozen Fruit, Inc.	0.00				
KOF-K Kosher Supervision	2,601.17				
KSB Consulting, Inc.	2,000.00				
Lab Safety Supply, Inc	279.35				
Label House	1,584.64				
LABORATORY INSTRUMENT SPECIALISTS	500.00				
LAKESIDE BAKER/SUPPLIES	0.00				
Lans Company, Inc	5,738.77				
LEAF	160.95				
Lewis Pump Company, Inc.	0.00				
LG Professionals, Inc.	56,742.94				
LMI Packaging Solutions Inc.	618.49				
Loma Systems	210.11				
M&M Refrigerated Transportation	150.00				
Madison Chemical Co., Inc	14,806.36				
MAFCO	303.92				
MAKO	0.00				
Martin Container	12,512.18				
Master Recycling	3,157.12				
McGladrey LLP	25,370.00				
MDM Packaging & Supplies Inc	20,131.59				
MEDI-CALL REPAIR, INC.	715.08				
Metropolitan Life Insurance Co.	6,348.80				
MIDLAND SCIENTIFIC, INC	0.00				
Miles Chemical Company Inc.	0.00				
Modern Safety Supply	41.85				
Morrison Container Handling Solutions	27,341.19				
Nancy Caron	6,836.20				
Norton Medical Industries	135.00				
Old Dominion Freight Lines, Inc	0.00				

Name	Amount	Contact Name	Address	Phone	Email
Orange County Fire Authority	677.60				
Orange County Health Care Agen	401.35				
Orange County Sanitation District	9,206.38				
Orkin Inc.	640.00				
Pacific Compensation Insurance Co.	96,938.00				
Pacific National Security, Inc.	12,223.94				
Pacific Packaging Machinery Co	1,249.57				
Partners Alliance Cold Storage	11,258.93				
PAT Vitamins, Inc.	850.00				
Penske Truck Leasing	49,044.43				
Perkins Coie	555,561.00				
Pettit, Inc.	29,488.57				
PHOENIX ENVIRONMENTAL, INC	11,085.94				
Pillar Technologies	531.90				
PINES International Inc.	10,318.49				
PitneyBowes	149.01				
Posimat	33,094.60				
PRETIUM PACKAGING	85,955.15				
PrimeGenesis	21,568.22				
Professionalequipment.com	937.98				
Puente Street, LLC	41,220.93				
R & R Sandblasting Co.	450.00				
R F MacDonald Co	45,360.00				
Republic Services	711.60				
RSM Lock & Safe	0.00				
Santa Clara Systems, Inc.	0.00				
Seamates International	725.00				
Select Staffing / Koosharem LLC	279,377.36				
Service Supply System, Inc.	621.30				
Sleeve Holder Co., LTD	7,500.00				
Solution Trust	7,500.00				
Solvay Chemicals	3,269.04				
South Coast A.Q.M.D.	2,406.77				
South Coast Limo	0.00				
Southern California Gas Co.	11,156.27				
Southwest Material Handling	13,332.11				
Specialized Cleaning Contractors, Inc.	2,600.00				
SSD Systems	444.00				
Staples	1,537.05				
State Water Resources Control Board	1,791.00				
Stewart F Johnson & Associates, LLC	16,200.00				
Stone Equipment Co.	0.00				
Stork Food & Dairy Systems B.V.	294,565.74				

Name	Amount	Contact Name	Address	Phone	Email
Sunrise Medical Group	965.92				
Superior Boiler Repairs Inc	0.00				
Sweetener Products	0.00				
Tamco Chemical, Inc.	3,060.00				
Terry Laboratories LLC	-6,524.43				
The Hanover Insurance Group	3,340.00				
The Proaction Group	44,051.52				
The Tides Commodity Trading Group	-1,644.44				
Thermaline Inc.	2,883.38				
Thermotest, Inc.	3,270.00				
Thomas A. White	70,807.00				
Total Quality Logistics	20,390.00				
TricorBraun	6,743.24				
Trumbo Electric, Inc	13,615.73				
Twin Lake Installations	10,000.00				
Uline	10,660.83				
Ulloa Pallets	2,300.00				
Unisource Worldwide Inc.	9,916.00				
United Healthcare	19,179.09				
Univar USA	47.50				
Unum Life Insurance Company of America	1,240.14				
Videojet Technologies Inc.	1,933.15				
Vivion, Inc.	2,694.00				
VWR International	288.18				
WorldPack, Inc.	600.00				
Yorba Linda Disposal	7,130.07				
Yorba Linda Water District	6,942.00				
Zephyr Networks, Inc.	120.00				

Other

Market America, Inc.	200,000.00				
Oatworks	9,852.00				
Xing Beverage LLC	40,000.00				
YogaVeda	18,000.00				
Sage Software	7,400.00				
Houlihan Lokey	Unknown				
Tamara Pipkin	Disputed				
Nancy Mendoza Gil	Disputed				
EcoFruits International, Inc.	Disputed				
Joshua Cua	Disputed				
Sean McCarthy	Disputed				
Fifth Third Bank	11,565,756.12				

Name	Amount	Contact Name	Address	Phone	Email
Toby Echelberry	26,634.60				
Jeff Merritt	23,076.96				
Califia Farms, LP	123,655.49				
Avaya	NA				
M. Davis Group	Unknown				
Raymond Hughes	19,127.23				
Agro Innova	unknown				
Body Choice	unknown				
Bump	unknown				
Ecosentials	unknown				
Enzacta	unknown				
Erina	unknown				
Evolution	unknown				
Gizmo	unknown				
Grimmway	unknown				
Harmless Harvest	unknown				
Levecke	unknown				
Nawgan	unknown				
NBTY	unknown				
Nectura	unknown				
POM Wonderful	unknown				
Red Ace	unknown				
Henry Chow	unknown				

Shareholder

Flavours Group, Inc.