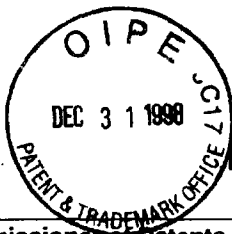


01-05-1999



100936110

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MKD
12-31-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
Dec. 24, 1998

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
Dec. 24, 1998

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

01/04/1999 DNGUYEN 00000149 1499823

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 250.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1835 FRAME: 0118

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Whitty Somvichian
Name of Person Signing


Signature

December 28, 1998
Date Signed

ATTACHMENT TO GRANT OF TRADEMARK SECURITY INTEREST
RECORDATION COVER SHEET

U.S. FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
C&H	1,499,823	August 9, 1988
C&H AND DESIGN	1,496,946	July 19, 1988
DRIVERT	340,729	November 17, 1936
EASY-FOND	1,789,562	August 24, 1993
GOLDEN C	976,452	January 8, 1974
KLEENRAW	734,667	July 17, 1962
LIQUICANE	1,583,842	February 20, 1990
MAGIC	746,993	March 19, 1963
SUGART	2,082,913	July 29, 1997
YELLOW D	976,453	January 8, 1974

U.S. FEDERAL TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	FILING DATE
SEA ISLAND SUGAR	75/059,381	February 20, 1996

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, SUGAR ACQUISITION CORPORATION, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Loan and Security Agreement dated as of December 24, 1998 (said Loan and Security Agreement, as it may be extended, renewed, amended or restated from time to time, being the “**Loan and Security Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Loan and Security Agreement from time to time, the “**Lenders**”) and BankAmerica Business Credit, Inc., as Agent (in such capacity, “**Secured Party**”), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Loan and Security Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Loan and Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and
- (ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or

otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of December 24, 1998.

SUGAR ACQUISITION CORPORATION

By: 

Name: David Koncelik

Title: President and Chief Executive Officer

State of California)
) ss.
City and County of San Francisco)

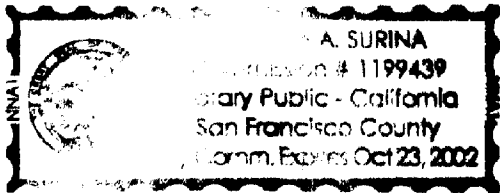
On December 20, 1998, before me, personally appeared DAVID KONCELIK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

My Commission expires:

Virginia L. Surina
Notary Public



**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST
BY SUGAR ACQUISITION CORPORATION**

U.S. FEDERAL TRADEMARK REGISTRATIONS

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U.S. FEDERAL TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NUMBER	FILING DATE
SEA ISLAND SUGAR	75/059,381	February 20, 1996

U.S. STATE TRADEMARK REGISTRATIONS

STATE	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
California	C&H (WITH FLOWER DESIGN)	86,699	January 25, 1988