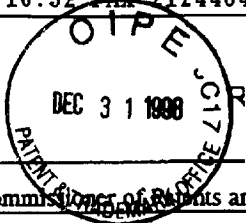


01-05-1999

U.S. Department of Commerce  
Patent and Trademark Office



IEET

100936111

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

California and Hawaiian Sugar Company, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation (State-Hawaii)
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)

Name: Sugar Acquisition Corporation

Address: 830 Loring Avenue  
Crockett, California 94525

3. Nature of conveyance:

22

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 24, 1998

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation (State - Delaware)
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached

B. Trademark Registration No.(s) See Attached

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be sent:

Whitty Somvichian  
275 Battery Street, Suite 2600  
San Francisco, California  
94111

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41)..... \$ 290.00

Enclosed

Any deficiency is authorized to be charged to Deposit Account No.

8. Deposit Account No.

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Whitty Somvichian  
Name of Person Signing

Whitty Somvichian  
Signature

December 28, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 9

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENT  
WASHINGTON D.C. 20231

TRADEMARK  
REEL: 1835 FRAME: 0241

**ATTACHMENT TO ASSIGNMENT RECORDATION COVER SHEET**

**U.S. FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
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**

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

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT, ("Assignment") is made and entered into as of this 24<sup>th</sup> day of December, 1998 ("Effective Date"), by and between California and Hawaiian Sugar Company, Inc., a Hawaii corporation, with its principal office at 830 Loring Avenue, Crockett, California, 94525 ("Assignor"), and Sugar Acquisition Corporation, a Delaware corporation, with its principal office at 830 Loring Avenue, Crockett, California, 94525 ("Assignee").

WHEREAS, Assignor, A&B - Hawaii, Inc., a Hawaii corporation, McBryde Sugar Company, Limited, a Hawaii corporation and Assignee have entered into that certain Amended and Restated Asset Purchase Agreement dated as of the 24<sup>th</sup> day of December, 1998 (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee certain assets relating to Assignor's business, including, without limitation: (a) those United States Federal and State trademark registrations and applications for registration identified and set forth on Schedule A; (b) those foreign trademark registrations and applications for registration identified and set forth on Schedule B; (all of the foregoing collectively referred to herein as the "Marks"); and (c) the goodwill of the business associated with the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws

of the United States or any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

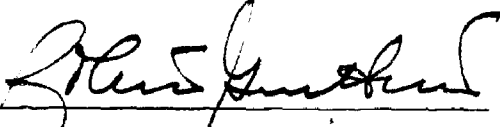
Assignor authorizes and requests the Commissioner of Patents and Trademarks and the proper foreign authorities to record Assignee as the assignee and owner of the Marks in the United States and all foreign countries.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this

Assignment to be signed and executed by the undersigned officers thereunto duly authorized this

24th day of December, 1998.

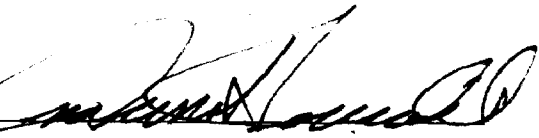
CALIFORNIA AND HAWAIIAN  
SUGAR COMPANY, INC.

By: 

Name: Robert Guilbault

Title: Vice President

SUGAR ACQUISITION CORPORATION

By: 

Name: David Koncelik

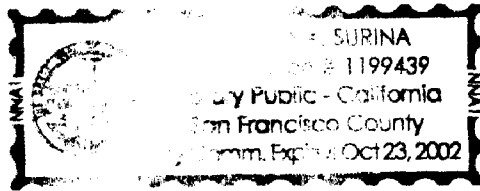
Title: President & CEO

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

STATE OF California  
COUNTY OF San Francisco ) ss.:

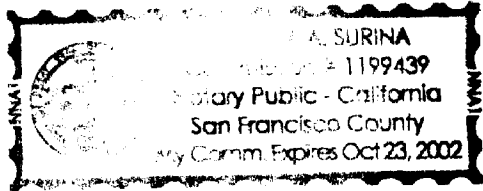
On this 22<sup>nd</sup> day of December 1998, there appeared before me ROBERT GUILBAUT, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of CALIFORNIA AND HAWAIIAN SUGAR COMPANY, INC.



Virginia A. Surina  
Notary Public

STATE OF California  
COUNTY OF San Francisco ) ss.:

On this 22<sup>nd</sup> day of December 1998, there appeared before me DAVID KONCALIK, personally known to me, who acknowledged that he signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of SUGAR ACQUISITION CORPORATION.



Virginia A. Surina  
Notary Public

**SCHEDULE A TO TRADEMARK ASSIGNMENT BETWEEN  
CALIFORNIA AND HAWAIIAN SUGAR COMPANY, INC.  
AND SUGAR ACQUISITION CORPORATION**

**U.S. FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
C&H	1,499,823	August 9, 1988
C&H AND DESIGN	1,496,946	July 19, 1988
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**U.S. FEDERAL TRADEMARK APPLICATIONS**

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

**U.S. STATE TRADEMARK REGISTRATIONS**

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



**SCHEDULE B TO TRADEMARK ASSIGNMENT BETWEEN  
CALIFORNIA AND HAWAIIAN SUGAR COMPANY, INC.  
AND SUGAR ACQUISITION CORPORATION**

**FOREIGN TRADEMARK APPLICATIONS**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>	<b>FILING DATE</b>
Mexico	C&H	232,446	May 22, 1995
Mexico	C&H AND DESIGN	232,451	May 22, 1995