

09-02-1999

8-30-99

TR



101133080

To the Honorable Commissioner of Patents and Trademarks, 101133080 Original documents or copy thereof

1. Name of conveying party(ies):
Imperial Holly Corporation

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

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

2. Name and address of receiving party(ies):
Name: Ragus Holdings, Inc.

Internal Address:
Street Address: 8016 Highway 90-A
City: Sugar Land State: TX Zip: 77478

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 31, 1998**

4. Application number(s)
A. Trademark Application No.(s)

B. Trademark registration No.(s)

636,912	1,918,230
636,913	1,925,701
697,540	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Attn: IPT Docket Manager-
34th Flr**

**Internal Address:
Locke Liddell & Sapp LLP**

Street Address:
600 Travis Suite 3400

City: Houston State: TX Zip: 77002-3095
09/01/1999 DNGUYEN 00000299 636912

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) **\$140.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
12-1322 (016962-00002)

(DO NOT attach duplicate copy of this page even if paying by deposit account)

01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

PATRICIA PAQUET
Name of Person Signing

Patricia Paquet
Signature

8/24/99
Date

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

ASSIGNMENT AGREEMENT
BETWEEN
IMPERIAL HOLLY CORPORATION
AND
RAGUS HOLDINGS, INC.

KNOW ALL MEN BY THESE PRESENTS, that on this 31 day of March, 1998, Imperial Holly Corporation (the "Assignor") does hereby agree to the following for and in consideration for 1,000 shares of preferred stock of Ragus Holdings, Inc., a Delaware corporation (the "Assignee"):

1. Assignment of Trademarks and Tradenames. The Assignor hereby absolutely, irrevocably, and unconditionally assigns, conveys, and transfers to the Assignee all of the Assignor's trademarks and tradenames described in Schedule A attached hereto and made a part hereof.

2. Representations and Warranties of Assignor. The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

a. That the Assignor is duly organized and validly existing under and by virtue of the laws of the State of Texas.

b. That the Assignor has full right and authority to enter into and perform its obligations under this Agreement.

c. That the trademarks and tradenames have not been previously conveyed, sold, transferred or pledged by the Assignor.

3. Representations and Warranties of the Assignee. By executing the Acceptance hereto, the Assignee represents and warrants to and covenants with the Assignor as follows:

a. That the Assignee is duly organized and validly existing under and by virtue of the laws of the State of Delaware.

b. That the Assignee has full right and authority to enter into and perform its obligations under this Agreement.

4. Additional Documents. The Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Agreement to the fullest extent the Assignor may do so without violating or being in default under any applicable law or under any other agreement to which the Assignor is a party.

IN WITNESS WHEREOF, the Assignor has executed this Assignment to become effective on this 31 day of March, 1998.

ASSIGNOR:

IMPERIAL HOLLY CORPORATION

By: _____

Name: James C. Kempner
Title: President + CEO

LAW DEPARTMENT -
APPROVED AS TO FORM

PKC

(INITIAL)

ACCEPTANCE OF ASSIGNMENT

The undersigned, being the Assignee as set forth above, does hereby acknowledge

and accept the foregoing Assignment as on MARCH 31, 1978.

RAGUS HOLDINGS, INC.

By:

Barbara A. Steen
Name: BARBARA A. STEEN

Title: VICE PRESIDENT

SCHEDULE A

U.S. Registered Trademarks and Tradenames

Name	Trademark No.	File No.
Crown & Leaves Design	1,918,230	IHC IP-122
Imperial	119,080	IHC IP-117
Imperial	123,601	IHC IP-109
Imperial	205,637	IHC IP-118
Imperial	636,912	IHC IP-108
Imperial Banquet	265,777	IHC IP-120
Imperial Holly & Design	1,925,701	IHC IP-121
Imperial Pure Cane Sugar	1,008,699	IHC IP-115
Imperial with Crown	636,913	IHC IP-107
IMPS	575,576	IHC IP-110
Isocane	1,104,418	IHC IP-114
Sparkle	203,958	IHC IP-116
Sparkling	697,540	IHC IP-113
Sparkling Imperial	268,005	IHC IP-112