

09-02-1999

8-30-99

TRA



101133081

To the Honorable Commissioner of Patents and Trademarks: Please include all documents or copy thereof

1. Name of conveying party(ies):  
**Savannah Foods Industrial, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State - Delaware  
 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)  
801,049                                      801,050

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 DMSUYEN 00000298 801049

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) ..... **\$65.00**

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                                      25.00 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**                                      Patricia Paquet                                      8/24/99  
Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments and document: 5

**ASSIGNMENT AGREEMENT**

**BETWEEN**

**SAVANNAH FOODS INDUSTRIAL, INC.**

**AND**

**RAGUS HOLDINGS, INC.**

KNOW ALL MEN BY THESE PRESENTS, that on this 31<sup>st</sup> day of March, 1998, Savannah Foods Industrial, Inc. (the "Assignor") does hereby agree to the following for and in consideration for 250 shares of common 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. Related Transactions. In connection with the transfers herein described, Holly Sugar Corporation, Savannah Foods & Industries, Inc. and Michigan Sugar Company (the "Related Assignors") are assigning to the Assignee certain trademarks and tradenames owned by each of them and, in exchange therefor, each is receiving 250 shares of common stock of the Assignee. Subsequent to the completion of the assignment herein described and such related assignments, the issuance of a total of 1,000 shares of common stock of the Assignee in exchange therefor, and further subsequent to the Assignee's completion of various studies establishing the values of such assigned trademarks and tradenames, the Assignee understands and acknowledges that the Assignor and the

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004129.0181

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Related Assignors will adjust among themselves their holdings of the 1,000 shares of the Assignee's common stock to accurately reflect the relative values of their respective assignments.

3. 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 Delaware.

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.

4. 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.

5. 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

ENCLOSURE  
004128.0144

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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:

SAVANNAH FOODS INDUSTRIAL, INC.

LAW DEPARTMENT - APPROVED AS TO FORM

pe

(INITIAL)

By:

David N. Roche

Name: DAVID N. ROCHE

Title: President

**ACCEPTANCE OF ASSIGNMENT**

The undersigned, being the Assignee as set forth above, does hereby acknowledge and accept the foregoing Assignment as on MARCH 31, 1998

RAGUS HOLDINGS, INC.

By:

Barbara H. Steen

Name: BARBARA H. STEEN

Title: VICE PRESIDENT & ASSISTANT SECRETARY

0041390191

**SCHEDULE A**

**U.S. Registered Trademarks and Tradenames**

Name	Serial No.	Reg. No.
Evercane	72/218090	801049
Evercane & Design	72/218091	801050

BOO01-42176.1  
004129.01 01

# LOCKE LIDDELL & SAPP LLP

ATTORNEYS & COUNSELORS

3400 CHASE TOWER  
600 TRAVIS STREET  
HOUSTON, TEXAS 77002-3095

AUSTIN • DALLAS • HOUSTON • NEW ORLEANS

(713) 226-1200  
FAX: (713) 223-3717  
www.lockeliddell.com

August 24, 1999

Box Assignment  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Re: Recordation of Trademark Assignment  
Our Ref: 016962-0002

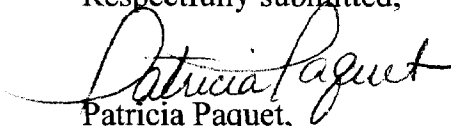
Dear Sirs:

Enclosed for recordation is an Assignment Agreement from Savannah Foods Industrial, Inc. to Ragus Holdings, Inc., along with the requisite Recordation Form Cover Sheet and Attachment reflecting additional trademark registrations. Please record this instrument in the appropriate records.

Also, enclosed is our Firm's check in the amount of \$65.00 to cover the fee for recording the Assignment. The Commissioner is hereby authorized to charge any underpayment of filing fees or credit any overpayment to Deposit Account No.12-1322(Our ref. 016962-0002). A duplicate of this sheet is enclosed.

Thank you for your attention to this matter.

Respectfully submitted,

  
Patricia Paquet,  
Senior Legal Assistant

Enclosures

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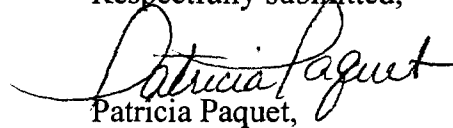
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Patricia Paquet,  
Senior Legal Assistant

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