

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

RECORD



Docket No.:

016962-00002

TRAC

101213713

Tab settings → → →

Re
MID 11/23/99

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

1. Name of conveying party(ies):

Holly Sugar Corporation

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

Additional names(s) of conveying party(ies) 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
- Limited Partnership
- Corporation-State Delaware
- Other

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

3. Nature of conveyance:

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

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,558,288

Additional numbers Yes No

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

Name: Patricia Paquet

Internal Address:

Street Address: 600 Travis, Suite 3400

City: Houston State: TX ZIP: 77002

6. Total number of applications and registrations involved:.....

1

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

40.00 €

- Enclosed with original request for recordation
- Authorized to be charged to deposit account

8. Deposit account number: 12-1322

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

11-23-99

Name of Person Signing

Signature

Date

8-30-99

TRADE

09-02-1999
101133082

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies):
Holly Sugar 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 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)
1,558,288

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) **\$40.00**

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)

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

09/01/1999 DNGUYEN 00000297 1558288

Signature

Date

1 FC:481

40.00 OP

Total number of pages including cover sheet, attachments and document: 1

ASSIGNMENT AGREEMENT

BETWEEN

HOLLY SUGAR CORPORATION

AND

RAGUS HOLDINGS, INC.

KNOW ALL MEN BY THESE PRESENTS, that on this 31 day of March, 1998, Holly Sugar Corporation (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, Savannah Foods Industrial, Inc., 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 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 New York.

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

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:

HOLLY SUGAR CORPORATION

LAW DEPARTMENT -
APPROVED AS TO FORM
plc
(INITIAL)

By: _____

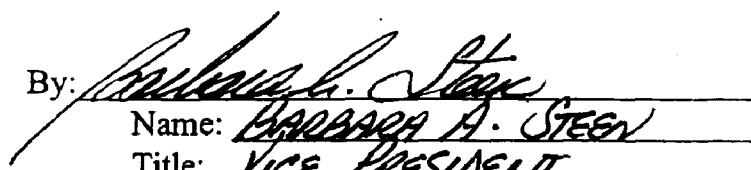

Name: James C. Kempner
Title: President + CEO

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: _____


Name: BARBARA A. STEEN
Title: VICE PRESIDENT

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

Name	Trademark No.	File Number
Holly	561,227	HSC IP-217
Holly and Design	337,057	HSC IP-212
Holly and Leaf Design	1,557,058	HSC IP-213
Holly and Oval Design	519,869	HSC IP-206
Holly Hybrid	1,703,579	HSC IP-210
Leaf Design	1,558,288	HSC IP-216
Starsweet	1,128,379	HSC IP-211
Visa-Smoked Oysters	1,109,551	HSC IP-214
Visa-Water Chestnuts	1,087,031	HSC IP-215
Candifond	1,597,682	SSC IP-302
Spreckels	1,618,952	SSC IP-303
Spreckels	878,314	SSC IP-306
Spreckels & Farm House	1,617,801	SSC IP-304
Spreckels and "S" Design	877,850	SSC IP-305
U & I	226,319	SSC IP-301
Sweetvert	1,739,176	SSC IP-308