

04-14-2000



101320898

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-17-00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AKA/TA

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

04/13/2000 JSHABAZZ 00000261 220440 75357681

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 275.00 CH

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

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.

Adam Petravicius

03/17/00

Name of Person Signing

Signature

Date Signed

NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS NUNC PRO TUNC TRADEMARK ASSIGNMENT (this "Assignment"). dated and effective as of July 1, 1999 ("Effective Date"), by and between Tablesweet Inc., a Delaware corporation ("Assignor"), and Tabletop Sweetener, LP, a Delaware limited partnership ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated July 1, 1999 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations and applications for trademark registration set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, *nunc pro tunc*, its entire right, title and interest in and to the Marks, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, 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 had not been made, together with all income, royalties 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.

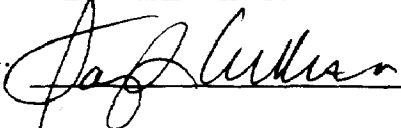
To the extent any of the United States applications for trademark registration set forth on Schedule A attached hereto were made under 15 U.S.C. §1051(b), such applications are being assigned under this Assignment to a successor to the business of the applicant, or portion thereof, to which the applicable trademarks pertain, pursuant to 15 U.S.C. §1060.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

TABLESWEET INC.

By: 


Name: Gary L. Crittenden

Its: President

TABLETOP SWEETENER, LP

By: Monsanto Company

Its: General Partner

By: 

Name: Gary L. Crittenden

Its: Chief Financial Officer

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

See Attached

Country	Trademark	Owner	Appl. No.	Filing Date	Reg. No.	Reg. Date
United States	CANDEREL	THE NUTRASWEET COMPANY	294769	26-Jan-1981	1217173	23-Nov-1982
United States	EQUAL	THE NUTRASWEET COMPANY	75/357681	16-Sep-1997		
United States	EQUAL	THE NUTRASWEET COMPANY	75/357683	16-Sep-1997		
United States	EQUAL	THE NUTRASWEET COMPANY	75/357682	16-Sep-1997		
United States	EQUAL	THE NUTRASWEET COMPANY	73/464357	06-Feb-1984	1318800	12-Feb-1985
United States	EQUAL	THE NUTRASWEET COMPANY	74/461225	22-Nov-1993	2012219	29-Oct-1996
United States	EQUAL	THE NUTRASWEET COMPANY	73/236309	22-Oct-1979	1158683	30-Jun-1981
United States	EQUAL FOR BAKING	THE NUTRASWEET COMPANY	75/129508	03-Jul-1996	2087427	12-Aug-1997
United States	EQUAL MEASURE	THE NUTRASWEET COMPANY	74/343280	28-Dec-1992	1866516	06-Dec-1994
United States	EQUAL SIGN DESIGN	THE NUTRASWEET COMPANY	73/694935	12-Nov-1987	1504461	20-Sep-1988
United States	LIKE SUGAR, ONLY BETTER	THE NUTRASWEET COMPANY	75/623795	19-Jan-1999		
United States	SPOONFUL	THE NUTRASWEET COMPANY	74/250329	27-Feb-1992	1794061	21-Sep-1993