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Form PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101420975

To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
The NutraSweet Company

Individuals 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: Bankers Trust Company

Internal Address: _____

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - _____
 Other - Collateral Agent

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: May 25, 2000

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)

Please see attached Schedule A

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 23

7. Total fee (37 CFR 3.41): \$ 590.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number: _____
 (23-1705 in case of deficiency)

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

DO NOT USE THIS SPACE

06/01/2000 JJALLAH2 00000066 75642482
 01 FC:481 40.00 DP
 02 FC:482 550.00 DP

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.

Brian T. Jaenicke
Name of Person Signing

Brian T. Jaenicke
Signature

7/7/00
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

THE NUTRASWEET COMPANY TRADEMARKS

<u>TRADEMARK</u>	<u>REGISTRATION NO. / SERIAL NO.</u>	<u>REG. DATE / FILING DATE</u>
CANELIFE	75/642,482	02/17/1999
ELATION	75/678,135	04/08/1999
EXTRAVA	75/678,131	04/08/1999
NUTRASWEET 2 BRAND SWEETENER & SWIRL DESIGN	75/183,984	10/18/1996
NUTRASWEET 2 BRAND SWEETENER & SWIRL DESIGN	75/232,251	01/28/1997
SUGAR DELIGHT	75/738,216	06/28/1999
SUGAR DELIGHT	75/175,750	10/02/1996
SUGAR2	75/678,132	04/08/1999
SUGARLIGHT	75/651,975	03/02/1999
SUGARTOO	75/678,133	04/08/1999
SWEETEN WITH THE SWIRL	75/707,606	05/17/1999
SWEETENER 2000	75/196,978	11/12/1996
TEMPTIVA	75/678,130	04/08/1999
EGGCELLENT	1,951,862	01/23/1996
NUTRASWEET	1,262,746	01/03/1984
NUTRASWEET	1,336,188	05/21/1985
NUTRASWEET	1,369,877	11/12/1985
NUTRASWEET AND SWIRL DESIGN	1,325,241	03/19/1985
NUTRASWEET GRANULAR	1,562,874	10/31/1989
NUTRASWEET LOGO UNIT	1,440,365	05/26/1987
NUTRASWEET SCRIPT	1,358,678	09/10/1985
SWIRL DESIGN	1,366,139	10/22/1985
SWIRL DESIGN (RED AND WHITE)	1,353,525	08/13/1985

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The NutraSweet Company, a Delaware corporation (the "Grantor") with principal offices at 200 World Trade Center, Suite 900, Chicago, IL 60654, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 25, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

25th day of May, 2000.

THE NUTRASWEET COMPANY, Grantor

By 

Name: Adam Sutton
Title: Vice President

**BANKERS TRUST COMPANY,
as Collateral Agent and Grantee**

By *Susan L. Le Fevre*

Name:

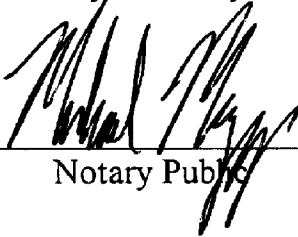
Title:

**SUSAN L. LE FEVRE
DIRECTOR**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of May, 2000, before me personally came _____
Adam Saffron who, being by me duly sworn, did state as follows: that [s]he
is Vice President of The NutraSweet Company, that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

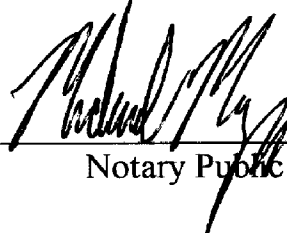
MICHAEL MAGGI
Notary Public, State of New York
No. 01MA6030598
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 13, 1001



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of May, 2000, before me personally came _____
Susan Le Ferre who, being by me duly sworn, did state as follows: that
[s]he is Director of Bankers Trust Company, that [s]he is authorized to
execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.



Notary Public

MICHAEL MAGGI
Notary Public, State of New York
No. 01MA6030598
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Sept. 13, 1001