

08-30-2000

FORM PTO-1594 (Rev. 6-93)

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

REC



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies): Wholesome Sweeteners, LLC *8.7.00*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank
as Collateral Agent
Internal Address: _____
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60603

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

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 Agreement Change of Name
 Other Trademark Collateral Agreement

Execution Date: July 28, 2000

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

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? Yes No

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

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

08/30/2000 INGVYEN 00000074 75230869

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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.

Gregory T. Pealer
Name of Person Signing

Gregory T. Pealer
Signature

August 1, 2000
Date

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

SCHEDULE A**TO TRADEMARK COLLATERAL AGREEMENT**

MARCH	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
Sucanat			1,263,128	01/3/84
Wholesome Foods	75/230,869	01/24/97	Abandoned	
Wholesome Foods			2,187,206	06/16/98
Wholesome Sweeteners	75/738,262	6/28/99	to be published 8/29/00	

TRADEMARK COLLATERAL AGREEMENT

This 28th day of July, 2000, Wholesome Sweeteners, LLC, a Florida Limited Liability Corporation ("*Debtor*") with its mailing address at 2 East Bryan Street; Savannah, Ga. 31402, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation, as collateral agent (in such capacity, the "*Collateral Agent*") for the Agent and the banks and other financial institutions (*the "Lenders"*) from time to time parties to the Amended and Restated Credit Agreement dated as of December 22, 1997 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Imperial Sugar Company, a Texas corporation formerly known as Imperial Holly Corporation (the "*Borrower*"), the Lenders, Lehman Brothers Inc., as Arranger, Lehman Commercial Paper Inc., as Syndication Agent and Harris Trust and Savings Bank. As Administrative Agent and Collateral Agent, with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690 and its successors and assigns (Harris Trust and Savings Bank in its capacity as such Collateral Agent is referred to herein as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all of the Debtor's Obligations as set out in that certain Amended and Restated Guarantee and Collateral Agreement dated as of December 22, 1997, among the Borrower, the Debtor and the other Grantors named therein to the Secured Party (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for

Babiak, Robert L. (LDS)

To: LDS Production Staff
Subject: Focus on Real Estate Searches

In an effort to give more attention, focus and consistency to real estate related work, we will begin routing the more rigorous real estate related searches to Team AGI. Tom Andrews will provide the lead in helping drive this initiative by coordinating the following real estate searches for all jurisdictions:

SREP(V)....Mortgage/Deed Search

SREFP(V)..Fixture and Mortgage/Deed Search

SRFLP(V)..Fixture, Lien and Mortgage/Deed Search

SRCT(V)....Chain of Title Search

SRETO(V)..Property Title Search

SRECD(V)..Current Deed Search

SREDS(V)..Property Document Search....only when specific recording information is not given.

We will have an individual in the Direct Access Group pull these searches during the normal sorting and routing process. These will be routed to Tom in Team AGI and he will be evaluating the regular agent network to pursue these and/or utilizing other agents who may have a better grasp on real estate searches. If some of the searches with the above codes slip through to the other teams, feel free to pass these on to Team AGI. Only the above types of real estate searches will be pulled at this time. The other fixture only type searches and retrieval of specific mortgage documents will continue to be routed to the normal regional juris rep teams.

Thanks...

Robert L. Babiak
Manager, Midwest Region, Nationwide Services
LEXIS Document Services
Phone:(800-637-8605, ext.0003)
Fax: (800-813-2260)
E-Mail: rlb@netlds.com

collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

WHOLESOME SWEETNERS, LLC

By W.F. Schwer
Its SR. VICE PRESIDENT

W.F. Schwer
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK,
as Collateral Agent

By Kimberly A. McMahon
Its KIMBERLY A. McMAHON

VICE PRESIDENT
(Type or Print Name)