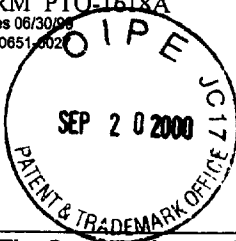


09-28-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **9-20-00**

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

Merger

Change of Name

Other **Termination of Security Interest**

Effective Date
Month Day Year
08/31/00

Conveying Party

Mark if additional names of conveying parties attached

Name **Cooperative Centrale Raiffeisen-Boerenleenbank B.A.,
Rabobank, Netherland, New York Branch**

Formerly

Execution Date
Month Day Year
08/31/00

Individual General Partnership Limited Partnership Corporation Association

Other **a Federally Licensed Branch of a Netherlands Cooperative
Banking Organization**

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name **UniMark Group, Inc.**

DBA/AKA/TA

Composed of

Address (line 1) **124 McMakin Road**

Address (line 2)

Address (line 3) **Bartonville** **Texas** **76226**

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization **U.S.A./Texas Corporation**

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.)

09/27/2000 JJALLANE 00000019 193012

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,938,432"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,132,967"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

DAVID L. STREETER
VICE PRESIDENT

9/1/2000

Name of Person Signing

Signature

Date Signed

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, The UniMark Group, Inc., a Texas corporation and its affiliates (hereafter referred to collectively as "UniMark Group") are using the following trademarks registered in the United States Patent and Trademark Office:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FRUIT MADE EASY	1,938,432	November 28, 1995
FRUIT JELITE	2,132,967	January 27, 1998

(hereinafter referred to as the "Trademarks");

AND WHEREAS, UniMark Group granted to Cooperative Centrale Raiffeisen-Boerenleenbank B.A., Rabobank, Netherland, New York Branch, a Federally Licensed Branch of a Netherlands Cooperative Banking Organization ("Rabobank"), a security interest in the Trademarks to secure obligations set forth in the security agreement between UniMark Group and Rabobank (the "Security Agreement"), which Security Agreement is recorded in the United States Patent and Trademark Office at Reel 1562 at Frame 0080;

AND WHEREAS, said obligations have now been fully performed and satisfied;

NOW, THEREFORE, RABOBANK:

1. HEREBY ACKNOWLEDGES AND AGREES that the Security Agreement is hereafter void and canceled, and TERMINATES the security interest in the Trademarks granted therein;

2. HEREBY ASSIGNS to UniMark Group, its successors, assigns, and legal representatives any and all remaining right, title and interest granted Rabobank pursuant to the Security Agreement in and to the Trademarks, together with the good will of the business symbolized by the marks, and the above-identified registrations thereof; and

3. HEREBY COVENANTS that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Termination. Rabobank also covenants that the person executing this Termination on its behalf does so with Rabobank's full and express authority.

Simultaneously with its execution of this agreement, Rabobank is delivering to UniMark Group UCC-3 termination statements, duly executed by Rabobank, and sufficient to terminate all UCC-1 financing statements filed by or on behalf of Rabobank, and given by or on behalf of UniMark Group, or its predecessors in interest, in connection with the Security Agreement.

To comply with 37 CFR 3.21 for recording of this Termination, Rabobank hereby authorizes and requests the firm of GIBSON, DUNN & CRUTCHER LLP to insert any further identification or other information necessary to make this Termination of Security Interest in Trademarks suitable for recording in the United States Patent and Trademark Office when such identification or information becomes known.

In Witness Whereof, I hereunto set my hand this 1ST day of September, 2000.

Cooperative Centrale Raiffeisen-Boerenleenbank
B.A., Rabobank, Netherland, New York Branch,
a Federally Licensed Branch of a Netherlands
Cooperative Banking Organization

By: David L. Streeter

NAME: DAVID L. STREETER
VICE PRESIDENT

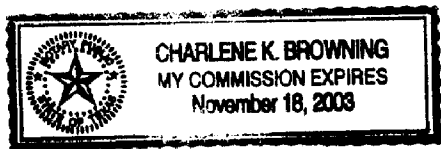
TITLE: _____

NOTARIAL CERTIFICATE

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On 9/1/00, before me, a notary public, personally appeared DAVID L. STREETER personally known to me (or having proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same in his or her authorized capacity, and that by his or her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Charlene K. Browning
Notary Public