



05-08-2001

For  
Re:  
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HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

04-23-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #72

101706763

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

1. Name of conveying party(ies):

Monsanto Company

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

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

2. Name and address of receiving party(ies)

Name: Tabletop Acquisition Corp.

Internal Address: \_\_\_\_\_

Street Address: 800 North Lindbergh Boulevard

City: St. Louis State: MO ZIP: 63167

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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:

4-23-01

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

Execution Date: March 17, 2000

4. Application number(s) or Registration number(s)

A. Trademark Application No.(s)

MERISANT, Serial No. 75/567,321

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Mark I. Feldman

Internal Address: Piper Marbury Rudnick & Wolfe

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

1

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

- Enclosed
- Any additional fees are
- Authorized to be charged to deposit account

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01 FC:481 40.00 DP

Street Address: 203 North LaSalle Street

City: Chicago State: IL ZIP: 60601

8. Deposit account number:

18-2284

40E

(Attach duplicate copy of this page 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.

Mark I. Feldman

Name of Person Signing

Mark Feldman

Signature

4-19-01

Date

4

Total number of pages including cover sheet, attachments, and documents

TRADEMARK

REEL: 002291 FRAME: 0853

## MERISANT TRADEMARK AGREEMENT

THIS TRADEMARK LETTER AGREEMENT (this "Agreement") is entered into this 17th day of March, 2000, by and between Monsanto Company, a Delaware corporation ("Monsanto") and Tabletop Acquisition Corp., a Delaware corporation ("Tabletop").

WHEREAS, Monsanto and Tabletop are parties to a certain Asset Purchase Agreement dated as of February 3, 2000 (the "Asset Agreement"), pursuant to which Tabletop has agreed to purchase the Business (as defined in the Asset Agreement);

WHEREAS, Monsanto has filed an intent to use application in the United States Patent and Trademark Office (the "Application") and has filed corresponding applications in one or more foreign jurisdictions in order to register the marks "Merisan" and "Merisant" (the "Marks");

WHEREAS, in connection with the Application, Monsanto has claimed to own all available right, title and interest in and to the Marks; and

WHEREAS, for the consideration of \$75,000, Monsanto desires to assign, sell and transfer to Tabletop all of its right, title and interest in and to the Marks and Tabletop is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the Closing Date (as defined in the Asset Agreement), Monsanto does hereby assign, sell and transfer to Tabletop all of its right, title and interest in and to the Marks, including Monsanto's Internet domain names related to the Marks together with the goodwill of the business symbolized by the Marks and all other benefits of the Marks.
2. Monsanto hereby agrees to provide Tabletop all files and records (including all data and other information stored on discs, tapes or other media) related to the Marks on or before the Closing (as defined in the Asset Agreement) or as promptly as practicable thereafter (but in no event later than [10] business days after the Closing).
3. Monsanto will maintain the Application in full force and effect until Tabletop requests Monsanto to withdraw the Application, and, at such time that Tabletop makes such request, Monsanto will promptly withdraw the Application (but in no event later than [5] business days after such request).
4. At the Closing, Tabletop shall pay Monsanto \$75,000.

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BENEVIA-NORTH AMERICA

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This Agreement shall be binding upon Monsanto, its successors and assigns, and shall inure to the benefit of Tabletop and its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first written above.

MONSANTO COMPANY

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TABLETOP ACQUISITION CORP.

By: [Signature]  
Name: David S. [Signature]  
Title: Vice President