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To the Honorable Commissioner of Patent

102116034

Send original documents or copy thereof.

Name of conveying party(ies):

Rocky Mountain Sugar Growers Cooperative

5-28-02

Individual(s) Association
General Partnership Limited Partnership
X Corporation-State Colorado
Other _____

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

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 30, 2002

2. Name and address of receiving party(ies)

Name: Tate & Lyle Sugar Holdings, Inc.

Internal Address: _____

Street Address: 2200 E. El Dorado St.

City: Decatur State: IL ZIP: 62521

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

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

06/07/2002 LNUELLER 00000180 1852026

01 FC:481 40.00 OP
02 FC:482 50.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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.

Laura Konrath
Name of Person Signing

Signature

5/10/02

Date

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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Continuation
Item 4

TRADEMARK REGISTRATIONS

1. GW and design, Reg. No. 1852026, Serial No. 74343431, Reg. Date 8/30/1994
2. W and design, Reg. No. 1544719, Serial No. 73722858, Reg. Date 6/20/1989
3. GW and design, Reg. No. 0598851, Serial No. 71645478, Reg. Date 11/30/1954

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2002 (this "Trademark Security Agreement"), by ROCKY MOUNTAIN SUGAR GROWERS COOPERATIVE, a Colorado corporation ("Grantor"), in favor of TATE & LYLE SUGAR HOLDINGS, INC., a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, The Western Sugar Company, ("Western"), and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to allow certain indebtedness of Western to remain outstanding in the form of certain term loans and agreed to make other loans to Grantor pursuant to the terms of the Credit Agreement;

WHEREAS, Lender is willing to allow certain indebtedness of Western to remain outstanding and has agreed to make other loans to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROCKY MOUNTAIN SUGAR GROWERS
COOPERATIVE

By: Richard A. Dorn
Name: RICHARD A. DORN
Title: PRESIDENT CHAIRMAN

ACCEPTED AND ACKNOWLEDGED BY:

TATE & LYLE SUGAR HOLDINGS, INC.

By: Clive Rutherford
Name: Clive Rutherford
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF California)

COUNTY OF Los Angeles)

ss.

On this 30th day of April, 2002 before me personally appeared Richard A. Dorn, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Rocky Mountain Sugar Growers Cooperative who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Julie Cravitz

Notary Public

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